

STANDARD BIDDING DOCUMENTS

**User's Guide
for
Procurement of Textbooks and
Reading Materials**

The World Bank

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Trial Edition

This trial edition User's Guide, a companion to the Standard Bidding Document and Technical Note, is to assist borrowers and Bank staff working on education projects in understanding and avoiding the problems inherent in textbooks procurement. For the trial period of September 2002 through February 2003, 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.

Introduction

The Standard Bidding Document (SBD) for Procurement of Textbooks and Reading Materials (referred to as Textbooks in the remaining of this document) has been designed to: (i) simplify the Purchaser's preparation of a specific bidding document for procurement of Textbooks and Related Services (BD); (ii) reduce the Bidders' bidding time and effort; and (iii) facilitate and simplify the Purchaser's evaluation and comparison of bids and Contract award; and (iv) minimize the Bank's time required for the prior review of the BD. Another important feature of the SBD is that it can be used with minimum changes, as it does not contain explanations, footnotes or examples that should not form part of the BD. The purpose of the Users' Guide (the Guide) is to provide guidance to Purchasers on how to prepare a BD based on the SBD

The provisions in **Section I "Instructions to Bidders"** and **Section VII "General Conditions of Contract"** must be used with their text unchanged. Any data and provisions that these sections require are provided for a specific procurement and contract, and shall be included respectively in **Section II "Bid Data Sheet"** and **Section VIII "Special Conditions of Contract."**

The Guide includes an initial section on how to prepare the Invitation for Bids (IFB). The Purchaser should note that **the IFB is neither a part of the Bidding Documents nor a Contract Document.**

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Acronyms & Abbreviations

BDS	Bid Data Sheet
BD	Bidding Document
DCS	Delivery and Completion Schedule
EQC	Evaluation and Qualification Criteria
GCC	General Conditions of Contract
IBRD	International Bank for Reconstruction and Development - The World Bank
ICC	International Chamber of Commerce
IFB	Invitation for Bids
Incoterms	International Commercial Terms
ITB	Instructions to Bidders
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
SR	Schedule of Requirements
TS	Technical Specifications

The Bidding Process

The International Competitive Bidding (ICB) process includes six main stages: Advertising, Preparation and Issuing of Bidding Documents, Bid Preparation and Submission, Bid Opening, Bid Evaluation, and Contract Award.

Advertising

The Purchaser must announce an upcoming bidding process in the international media (the United Nations publication "Development business") and national media in accordance with the Bank requirements, and give enough time for potential bidders to respond with well-prepared offers.

Preparing and Issuing a Bidding Document

The Purchaser and Bidder should keep in mind that:

- (a) The Purchaser is responsible for the preparation and issuing of the Bidding Document.
- (b) The Purchaser shall use the SBD issued by the Bank, as this is a mandatory requirement for contracts to be financed by the Bank.
- (c) The Purchaser shall prepare the BD using the published version of the SBD without suppressing or adding text to the sections of the document to be used without modification, which are Section I Instructions to Bidders (ITB) and Section VII General Conditions of Contract. All information and data particular to each individual bidding process must be provided by the Purchaser in the following sections of the Bidding Document:
 - (i) Section II, Bid Data Sheet
 - (ii) Section III, Evaluation and Qualification Criteria
 - (iii) Section IV, Bidding Forms
 - (iv) Section V, Eligible Countries
 - (v) Section VI, Schedule of Requirements
 - (vi) Section VIII, Special Conditions of Contract
 - (vii) Section IX, Contract Forms
- (d) The Purchaser shall allow Bidders sufficient time for studying the Bidding Documents, preparing complete and responsive bids and submitting the bids.

Bid Preparation and Submission

The Bidder is responsible for the preparation and submission of its Bid. During this stage, the Purchaser shall:

- Promptly respond to requests for clarifications from Bidders and amend, as needed, the Bidding Documents.
- Amend the Bidding Documents only with the Bank's "no objection" in contracts subject to the Bank's prior review.

Bid Opening

The Purchaser is responsible for the Bid Opening, which is a critical event in the bidding process. The Purchaser shall appoint experienced staff to conduct the Bid Opening, as inappropriate procedures at Bid Opening are usually irreversible and may require cancellation of the Bidding Process with the consequent delays and waste of time and resources.

- **Best Bid-Opening Practices to Observe**
 - The Purchaser, in observance of best practices, shall:
 - Conduct the Bid Opening strictly following the procedures as specified in the ITB Sub-Clause 27 for all bids received not later than the date and time of the bid submission deadline. The term "Bid Opening" can be misleading because a bid for which a Bid Withdrawal or Bid Substitution notice was received on time shall not be opened, but returned unopened to the Bidder. The sequence in which bids are handled and opened is crucial.
 - Ensure that all bids that were received on time **are accounted for, before starting** the Bid Opening, as bids that are not opened and read out at Bid Opening shall not be further considered.
 - Not reject any bid at Bid Opening, except for late bids received after the date and time of bid submission deadline. Late bids should not reach the Bid Opening, but in certain cases bidders may attempt to submit their bids at the Bid Opening place after the submission deadline.
 - Examine the bids at Bid Opening in accordance with the provisions of ITB Sub-Clause 32. The Purchaser shall, however, verify at Bid Opening the validity of the documentation (Power of Attorney or other acceptable equivalent document as specified in ITB Sub-Clause 26), confirming the validity of a bid modification, bid

withdrawal, or bid substitution, because a withdrawn or substituted bid shall not be opened and in consequence not read out and, therefore, they shall not be further considered by the Purchaser. Similarly, a bid modification shall be opened and read out to modify a bid that was received on time.

Bid Evaluation and Contract Award

- The Purchaser is responsible for bid evaluation and Contract award. The Purchaser shall appoint experienced staff to conduct the evaluation of the bids. Mistakes committed at bid evaluation may later prompt complaint from Bidders, requiring reevaluation of the bids, with the consequent delays and waste of time and resources.
- The Purchaser, in observance of best practices, shall:
 - Strictly apply only and all of the evaluation and qualification criteria specified in the Bidding Documents
 - Maintain the bid evaluation process strictly confidential
 - Reject any attempts or pressures to distort the outcome of the evaluation, including fraud and corruption
 - Always comply with the prior-review requirements of the Bank

Invitation for Bids

The Invitation for Bids (IFB) provides information that enables potential bidders to decide whether to participate. Apart from the essential items listed in the Standard Bidding Documents (SBDs), the IFB should also indicate any important bid evaluation criteria (for example, the application of a margin of preference in bid evaluation) or qualification requirement (for example, a requirement for a minimum level of experience in manufacturing or supplying a similar type of textbooks for which the IFB is issued).

The IFB is not a part of the Bidding Documents and therefore it shall not be included.

The Invitation for Bids (IFB) (see paragraph 2.8 of Guidelines: Procurement under IBRD Loans and IDA Credits, dated January 1995, revised August 1996, September 1997 and January 1999, shall be issued as:

- (a) an advertisement in at least one newspaper of general circulation in the Borrower's country and in the official gazette, if any;

- (b) an advertisement in Development Business and/or well-known technical magazines, for large, specialized, or important contracts;
- (c) a letter addressed to interested bidders who, following the publication of the General Procurement Notice, have expressed interest in bidding for the textbooks for which the invitation is issued; and
- (d) optionally, a circular to consular or diplomatic representatives of countries with potential bidders.

Invitation for Bids

Date: _____
 ICB No.: _____
 Invitation for Bids No.: _____

1. This Invitation for Bids follows the General Procurement Notice for this project that appeared in Development Business, issue number _____ of _____.
2. The _____, _____ a _____ from the Inter-American Development Bank, toward the cost of _____, and it intends to apply part of the proceeds of this _____ to payments under the contract for _____.
3. The _____ now invites sealed bids from eligible Bidders for _____.
4. Interested eligible Bidders may obtain further information from _____ and inspect the bidding documents at the address given below, from _____.
5. A complete set of Bidding Documents in _____ may be purchased by interested Bidders on the submission of a written application to the address below, and upon payment of a nonrefundable fee _____ or in _____. The method of payment will be _____. The Bidding Documents will be sent by _____. No liability will be accepted for loss or late delivery.
6. Bids must be delivered to the address indicated in the Bidding Documents at or before _____. A bid security _____ be required _____.

Late bids shall be rejected. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address, date and time indicated in the Bidding Documents.

1. Address for inspecting Bidding Documents.

Name of Office: _____

Street Address: _____

Floor/Room number: _____

City: _____

Country: _____

Telephone number: _____

Facsimile number: _____

2. Address for submitting written application to request Bidding Documents.

Name of Office: _____

Street Address: _____

Floor/Room number: _____

City: _____

Postal Code: _____

Country: _____

Telephone number: _____

Facsimile number: _____

Email address: _____

Invitation for Bids Form Input of Information by Purchaser

Invitation for Bids

[Name of Country]

[Name of Project]

[Insert brief description of the Textbooks and Related Services]

Loan (Credit) No.[Insert Loan No.]

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 [insert name of Bank] 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 Purchaser] now invites sealed bids from eligible bidders for [insert description of textbooks and related services to be procured].^{3,4}
4. Bidding will be conducted in accordance with the international competitive bidding policies and procedures [indicate: **contained in name of document, if applicable**] of the [insert name of Bank/funding institution], and is open to all bidders from eligible source countries.⁵
5. Interested eligible bidders may obtain further information from [insert name of Purchaser] and inspect the bidding documents at the address given below, [insert address at end of document] from [insert office hours].⁶
6. 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 document] and upon payment of a nonrefundable 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 document will be sent by [insert delivery procedure].⁹ No liability will be accepted for loss or late delivery.

7. Bids must be delivered to the address below [**state address at the end of document**] at or before [**insert time and date**]. [**If appropriate, include the following: All bids must be accompanied by a bid security of (insert amount in local currency or an equivalent amount in a freely convertible currency).¹⁰**] Late bids shall be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below [**state address at end of document**] at [**insert time and date**].¹¹

[**Insert name of office**]

[**Insert name of officer**]

[**Insert postal address**] and/or [**Insert street address**]

[**Insert telephone number, indicate country and city code**]

[**Insert facsimile or cable number**]

Notes

1. Day, month, year; for example, 31 January 2001.
2. [Insert if applicable]. This contract will be jointly financed by [insert name of cofinancing agency]. The eligibility rules and procedures of the [insert name of Bank] will govern the bidding process.
3. A brief description of the type of Textbooks and Related Services should be provided, including quantities, location of project, and other information necessary to enable potential bidders to decide whether to respond to the invitation. Bidding Documents may require bidders to have specific experience or capabilities; such restrictions should also be included in this paragraph.
4. [Insert if applicable]. The delivery/completion 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: 09:00 to 12:00 hours.
7. The fee, to defray printing and mailing/shipping costs, should be nominal.
8. For example, cashier's check, direct deposit to specified account no., etc.
9. The delivery procedure is usually airmail for overseas delivery and surface mail or courier for local delivery. 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 is not required (often the case in supply contracts), the paragraph should so state.
11. The place for bid opening may not necessarily be the same as that for 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 place and its address may be specified for submission, and it should be near the place where bids will be opened.

Section I. Instructions to Bidders

The Instructions to Bidders (ITB) specify the procedures that regulate the bidding process. The ITB contain standard provisions that have been designed to remain unchanged and **to be used without modifying their text**. The ITB clearly identify the provisions that may normally need to be specified for a particular bidding process and require that such specification be introduced **through the BDS**.

The Instructions to Bidders are not a Contract document and, therefore, **are not a part of the Contract**.

Section II. Bid Data Sheet

The Bid Data Sheet (BDS) contains information and provisions that are specific to a particular bidding process. The Purchaser must specify in the BDS only the information that the ITB request be specified in the BDS. All information shall be provided, **no clause shall be left blank.**

To facilitate the preparation of the BDS, its clauses are numbered with the same numbers as the corresponding ITB clause. This Guide provides information to the Purchaser on how to enter all required information, and includes a BDS format that summarizes all information to be provided.

Input of Information to be completed by Purchaser

Bid Data Sheet

A. Introduction	
ITB 1.1	The number of the Invitation for Bids is [insert number] .
ITB 1.1	The Purchaser is [insert complete name] .
ITB 1.1	The name of the ICB is [insert complete name] . The identification number of the ICB is [insert identification number] . The number and identification of lots comprising this ICB are [insert number of lots and identification number for each lot, if applicable] .
ITB 2.1	The Borrower is [insert complete name] .
ITB 2.1	The name of the Project is [insert name of the Project] .
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 [insert “shall be” or “shall not be”] required to submit with its bid documentation from the Copyright Owner that it has been duly authorized to supply, in the Purchaser's country, the Textbooks indicated in its bid.
B. Bidding Documents	
ITB 7.1	For <u>clarification of bids purposes</u> only, the Purchaser's address is: Attention: [insert full name of person, if applicable] Address: [insert street name and number]

	<p>Floor/ Room number: [insert floor and room number, if applicable]</p> <p>City: [insert name of city or town]</p> <p>ZIP Code: [insert postal (ZIP) code, if applicable]</p> <p>Country: [insert name of country]</p> <p>Telephone: [insert telephone number, including country and city codes]</p> <p>Facsimile number: [insert telephone number, including country and city codes]</p> <p>Electronic mail address: [insert email address, if applicable]</p>
C. Preparation of Bids	
ITB 10.1	The language of the bid is: [insert language].
ITB 11.1 (i)	<p>The Bidder shall submit with its bid the following additional documents:</p> <p>[insert any additional document not already listed in ITB Sub-Clause 11.1 that must be submitted with the bid].</p>
ITB 13.1	<p>Alternative Bids [insert “shall be” or “shall not be”] considered.</p> <p>The Purchaser shall only apply the following criteria for evaluation of alternatives:</p> <hr/> <p>[Insert one of the following options:</p> <p>Option 1. Alternatives shall not be considered.</p> <p>Option 2. The Purchaser may only consider bids for unsolicited alternatives offered by the Bidder whose bid for the base case was determined to be the lowest-evaluated bid.</p> <p>Option 3. The Purchaser shall only consider bids for the alternatives as specified in the Schedule of Requirements, but shall only evaluate the alternative bids offered by the Bidder whose bid for the base case was determined to be the lowest-evaluated bid.</p> <p>Option 4. The purchaser shall only consider bids offered for the alternat</p>
ITB 14.5	The Incoterms edition is: [insert “Incoterms 1990” or “Incoterms 2000”].

ITB 14.6 (a) (iii)	The Bidder _____ [insert “shall” or “shall not”] quote the price of the inland transportation, insurance, and other local costs incidental to the delivery of the textbooks to their final destinations. If these services are required, they are specified in the Schedule of Requirements
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ITB 14.6 (b) (i)	The price of Textbooks to be supplied from outside of the Purchaser's country shall be quoted: [insert the specific Incoterms that shall be used for quoting prices, e.g., CIP {named place of destination} or CIF {named place of destination or any of the other Incoterms specified in ITB 14.6 (b)}] .
ITB 14.6 (b) (ii)	The price of Textbooks to be supplied from outside of the Purchaser's country shall be quoted: [insert the specific Incoterms that shall be used for quoting prices] .
ITB 14.6 (b) (iii)	The price of Textbooks to be supplied from outside of the Purchaser's country shall be quoted: [insert the specific Incoterms that shall be used for quoting prices] .
ITB 14.6 (b) (iv)	The Bidder _____ [insert "shall" or "shall not"] quote the price of inland transportation, insurance, and other local services required to convey the textbooks from the port of entry to their final destination. If these services are required, they are specified in the Schedule of Requirements.
ITB 14.8	The prices quoted by the Bidder shall be: [insert "fixed" or "adjustable"] . If prices shall be adjustable, the methodology is specified in Section III Evaluation and Qualification Criteria.
ITB 14.9	Prices quoted for each lot shall correspond at least to _____ [insert percentage in words] percent (____ [insert percentage in numbers])% of the items specified for each lot. Prices quoted for each item of a lot shall correspond at least to _____ [insert percentage in words] percent (____ [insert percentage in numbers])% 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 [insert currency] .
ITB 18.2	Documentary evidence shall be presented as [insert method evidence is to be presented, i.e., literature, drawings, data, detailed description]
ITB 20.1	The bid validity period shall be [insert a number of days that is a multiple of seven counting as of the deadline for bid submission] .
ITB 21.1	A bid security [insert "shall be" or "shall not be"] required. If a bid security is required; the amount and currency of the bid security shall be [insert the amount and currency required] .

ITB 22.1	In addition to the original of the bid, the number of copies is [insert the number of copies] .
D. Submission and Opening of Bids	
ITB 23.2 (c)	The identification of this bidding process is: [insert the name and/or number that must appear on the bid envelope to identify this specific bidding process] .
ITB 24.1	<p>For <u>bid submission purposes</u> only, the Purchaser's address is:</p> <p>Attention: [insert full name of person, if applicable]</p> <p>Address: [insert street name and number]</p> <p>Floor/ Room number: [insert floor and room number, if applicable]</p> <p>City: [insert name of city or town]</p> <p>ZIP Code: [insert postal (ZIP) code, if applicable]</p> <p>Country: [insert name of country]</p> <p>The deadline for bid submission is:</p> <p>Date: [insert day, month, and year, i.e. 15 June, 2001]</p> <p>Time: [insert time, and identify if a.m. or p.m., i.e. 10:30 a.m.]</p>
ITB 27.1	<p>The bid opening shall take place at:</p> <p>Street Address: [insert street address and number]</p> <p>Floor/ Room number: [insert floor and room number, if applicable]</p> <p>City: [insert name of city or town]</p> <p>Country: [insert name of country]</p> <p>Date: [insert day, month, and year, i.e. 15 June, 2001]</p> <p>Time: [insert time, and identify if a.m. or p.m. i.e. 10:30 a.m.]</p>

E. 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 [insert the name of the currency].</p> <p>The source of exchange rate shall be [insert the name of the source of the exchange rate].</p> <p>The date for the exchange rate shall be: [insert day, month and year].</p>
ITB 35.1	<p>Domestic preference [insert shall or shall not] be a bid evaluation factor.</p> <p>If a margin of preference applies, the application methodology shall be as defined in Section III Evaluation and Qualification Criteria.</p>
ITB 36.3 (d)	<p>The quality and cost factors for evaluation shall be: [insert factors].</p>
ITB 36.6	<p>An evaluation methodology to determine the lowest-evaluated combination of lots: _____ [insert "shall" or "shall not"] be applied.</p> <p>If a methodology is applied, it shall be as specified in Section III Evaluation and Qualification Criteria.</p>
F. Award of Contract	
ITB 41.1	<p>The percentage by which quantities may be increased is [insert maximum percentage permitted].</p> <p>The percentage by which quantities may be decreased is [insert maximum percentage permitted]. _____</p>

Section III. Evaluation and Qualification Criteria

The purpose of the Evaluation Criteria (EC) is to specify the criteria that the Purchaser will use to evaluate the bids and postqualify the lowest-evaluated bidder. The Purchaser must prepare the EC and include it as a part of the Bidding Documents. The EC is not a Contract document and, therefore, it is not a part of the Contract.

Table of Contents

- 1. Evaluation of Quality and Cost**
- 2. Evaluation of Multiple Lots**
- 3. Evaluation of Domestic Preference**
- 4. Postqualification Criteria**

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 Factors

- (i) cost of inland transportation, insurance, and other costs within the Purchaser's country incidental to delivery of the textbooks to their final destination (only if the price for these services has not been requested as part of the bid price as per BDS- ITB 14.6[a][ii], and ITB 14.6[b][iv]).
- (ii) Deviations in the delivery schedule offered in the bid with respect to that specified in the Bidding Documents; and
- (iii) 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) *Bid Price:* (after taking into account arithmetic errors, discounts and domestic preference)
- (b) *Inland transportation from EXW/port of entry/border point, insurance, and incidentals.*

Inland transportation, insurance, and other incidental costs for delivery of the textbooks from EXW/port of entry/border point to Project Site named in the Bid Data Sheet will be computed for each bid by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, bidder shall furnish in its bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.

- (b) *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.

- (c) *Deviation in payment schedule.*

- (i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are,

however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder.

or

- (ii) The SCC stipulate the payment schedule 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 7 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. **(This minimum score may need adjustment to meet each bid specific requirement.)**

Bid Score (B_i)

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.

(d) *Specific additional criteria*

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the Bid Data Sheet and/or the Technical Specifications.

2. Evaluation of Multiple Lots

2.1. 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:

- (a) **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 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 to the evaluated bid price of the imported textbooks offered in each Group C bid, for the purpose of this further comparison only:

- (a) the amount of customs duties and other import taxes that a nonexempt importer would have to pay for the importation of textbooks offered in each Group C bid;
- or**
- (b) 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, if the customs duties and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such textbooks.

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. Postqualification 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 	Successfully completed a minimum of two contracts similar in size and scope.

	Consolidators	Publishing	Manufacturing
Financial Information	<p>Audited financial accounts for at least two complete fiscal years</p> <p>Cash flow availability for US \$__ million (four months of cash flow required)</p>	<ul style="list-style-type: none"> - Commissioning illustrations - Financial management - Procurement of materials for book manufacture - Procurement of book manufacture - Publishing management - Distribution management - Promotion. <p>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 (four months of cash flow required).</p>	<p>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 (four months of cash flow required).</p>
Production Capacity	<p>The annual production required should be at least 2.5 times the value of the contract during the last three years.</p> <p>Premises equipped to acceptable standards to perform required function.</p>	<p>The annual production required should be at least 2.5 times the value of the contract during the last three years.</p> <p>Premises equipped to acceptable standards to perform the required functions.</p>	<p>The annual production required should be at least 2.5 times the value of the contract during the last three years.</p> <p>It must have available the following facilities and the appropriate skilled staff to operate them:</p> <ul style="list-style-type: none"> - Camera - Platemaking - Sheet-fed or web-fed offset

	Consolidators	Publishing	Manufacturing
			<p>printing machinery capable of printing in one color or multiple colors, depending on the contract requirements</p> <ul style="list-style-type: none"> - Finishing and binding - Packing - Delivery - Warehousing and distribution (depending on the contract requirements) <p>If required in the 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>

Section IV. Bidding Forms

The Purchaser shall include in the BD all bidding forms that the Bidder shall fill out and include in its bid. As specified in Section IV of the BD, these forms are the Bid Submission Sheet, the Price Schedules, the Bid Security and the Manufacturing Authorization Form, when applicable. This Guide helps the Purchaser fill in all the required information in each Bidding Form.

Instructions for Completing the Bidding Forms

The Bidder shall fill in and complete all the blank spaces in the Bidding Forms in accordance with the instructions for each form indicated below. The Bidder shall note that the forms included here are for guidance purposes only and that the Bidder shall prepare its bid using the corresponding blank forms.

Bidder Information Sheet

Date: _____

ICB No.: _____

Invitation for Bid No.: _____

Page _____ of _____ pages

1. Bidder's Legal Name [insert Bidder's legal name]
2. In case of JV, legal name of each party: [insert legal name of each party in JV]
3. Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
4. Bidder's Year of Registration: [insert Bidder's year of registration]
5. Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
6. Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of: [check the box(es) of the attached original documents] <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 4.5.

Party to JV Information Sheet

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

1. Bidder's Legal Name: [insert Bidder's legal name]
2. JV's Party legal name: [insert JV's Party legal name]
3. JV's Party Country of Registration: [insert JV's Party country of registration]
4. JV's Party Year of Registration: [insert JV's Party year of registration]
5. JV's Party Legal Address in Country of Registration: [insert JV's Party legal address in country of registration]
6. JV's Party Authorized Representative Information Name: [insert name of JV's Party authorized representative] Address: [insert address of JV's Party authorized representative] Telephone/Fax numbers: [insert telephone/fax numbers of JV's Party authorized representative] Email Address: [insert email address of JV's Party authorized representative]
7. Attached are copies of original documents of: [check the box(es) of the attached original documents] <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, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Bid Submission Sheet Form

The Bidder shall fill in and complete all the blank spaces in the **Bid Submission Sheet** in accordance with the instructions indicated here. No alterations to its format shall be permitted and no substitutions shall be accepted.

Input of Information to be completed by Bidder

Bid Submission Sheet

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

ICB No.: **[insert number of bidding process]**

Invitation for Bid No.: **[insert No of IFB]**

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

To: **[insert complete name of Purchaser]**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: **[insert the number and issuing date of each Addenda]**;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the site arrival dates specified in the Schedule of Requirements the following Textbooks and Related Services **[insert a brief description of the Textbooks and Related Services]**;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: **[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]**;
- (d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. **[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]**

Methodology of Application of the Discounts. The discounts shall be applied using the following method: **[Specify in detail the method that shall be used to apply the discounts]**;

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the 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 43 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 nationality from eligible countries **[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]**
- (h) We are not participating, as Bidders, in more than one bid in this bidding process, other than alternative bids in accordance with the Bidding Documents;
- (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, under the Purchaser’s country laws or official regulations;
- (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: **[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

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

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

- (k) 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: **[insert signature of person whose name and capacity are shown]** In the capacity of **[insert legal capacity of person signing the Bid]**

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

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

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

Price Schedules Forms

The Bidder shall fill in and complete all the blank spaces in the **Price Schedules** forms in accordance with the instructions indicated below. The list of items in column 1 of the **Price Schedules** shall coincide with the List of Textbooks and Related Services specified by the Purchaser in the Schedule of Requirements.

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

(Group C bids)

Date: [insert day, month and year of bid submission]
 ICB No: [insert number of bidding process]
 Invitation for Bids No: [insert No of IFB]
 Currencies in accordance with ITB Sub-Clause 15.2
 Alternative No: [insert identification No if this is a Bid for an Alternative]
 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 CIF [insert port destination] or CIP [insert named place destination] in accordance with ITB 14.6(b)(i)	Unit price FOB [insert named port of embarkation] or FCA [insert named place of loading] in accordance with ITB 14.6(b)(ii)	Unit price CFR [insert named port of destination] or CPT [insert named place of loading] 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 (optional, in accordance with the Schedule of Requirements)	Total Price per item (col. 8+9) or ()
[insert number of item]	[insert name of good]	[insert country of origin of this item]	[insert number of units to be supplied and name of the physical unit]	[insert unit price CIF or CIP of this item]	[insert unit price FOB or FCA of this item]	[insert unit price CFR or CPT of this item]	[insert total CIF or CIP price of this item]	[when this optional item has been specified in the Schedule of Requirements, the insert the corresponding price per item]	[insert corresponding total price of this item]
Total Bid Prices									[insert total of this column]

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

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

(Group A and B bids)

Currencies in accordance with ITB Sub-Clause 15.1

Date: [insert day, month and year of bid submission] ICB No: [insert No of bidding process]
 Invitation for Bids No: [insert No of IFB]
 Alternative No: [insert No if this Bid is for an Alternative]

Page N° of

1	2	3	4	5	6	7	8	9	10	11
Item N°	Description of Textbooks	Country of origin	Quantity and physical unit	Unit price EXW	Total EXW 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 (optional)	Cost per item 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	Total Price per item (col. 9+10)
[insert number of item]	[insert name of good]	[insert country of origin of this item]	[insert number of units to be supplied and name of the physical unit]	[insert unit price EXW of this item]	[insert total EXW price per item]	[when this optional item has been specified in the Schedule of Requirements, the insert corresponding price per item]	[insert cost of local labor, raw material and components from within the Borrower's country]	[insert total price of this item]	[insert sales and other taxes payable per item if Contract is awarded]	[insert total Contract Price of item]
Total Bid Price										

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

Delivery Completion Schedule for Related Services

Date: [insert day, month and year of bid submission]
 ICB No.: [insert No of bidding process]
 Invitation for Bid No: [insert No of IFB]

Alternative No: [insert identification No if this is a Bid for an Alternative]
 Page N° ___ of ___
 Currencies in accordance with ITB Clause 15

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
[insert number of item]	[insert description of services (excludes inland transportation and other services required in the Purchaser's country to convey the textbooks to their final destination)]	[insert country of origin of the textbooks or nationality of the firm providing the services]	[insert Delivery Date]	[insert Completion Date]

Name of Bidder [insert complete name of Bidder] **Signature of Bidder** [insert signature of person signing the Bid] **Date** [insert 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	Cost of platemaking and making ready printing and binding machinery prior to the production of the first finished copy in a production run	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)
[insert cost for A]	[insert cost for B]	[insert cost for C]	[insert number of copies in first print run]	[insert sum of $A + B + (C \times S)$]	[insert sum of $B + (C \times S_1)$]

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

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

Bid Security Form (Bank Guarantee)

The Bidder shall fill in and complete all the blank spaces in the Bid Security form in accordance with the instructions indicated below:

Input of Information to be completed by Bidder

Bid Security

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

Beneficiary: [insert name and address of Employer]

Date: [insert date]

BID GUARANTEE No.: [insert bid guarantee number]

We have been informed that [insert name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated [insert date] (hereinafter called "the Bid") for the execution of [insert name of contract] under Invitation for Bids No. [insert IFB number] ("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 [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures], [insert amount in words] 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) does not accept the correction of its Bid price in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or
- (c) 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 **[insert name of Bidder]** as Principal (hereinafter called “the Principal”), and **[insert name, legal title, and address of surety]**, **authorized to transact business in [insert name of country of Purchaser]**, as Surety (hereinafter called “the Surety”), are held and firmly bound unto **[insert name of Purchaser]** as Obligee (hereinafter called “the Purchaser”) in the sum(*) of **[insert amount of Bond] [insert amount in words]**, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the ___ day of _____, 20___, for the supply of **[insert name and/or description of textbooks]** (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) refuses to accept the correction of errors in its Bid Price in accordance with the Instructions to Bidders; or
- (3) 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

Copyright Authorization Form

[See Clause 5.5 of the Instructions to Bidders.]

To: [insert name of the Purchaser]

WHEREAS [insert name of the Copyright Owner] who is the copyright owner of the following textbook(s): [insert title and/or description of the textbooks] having office at [insert address of office] do hereby authorize [insert name and address of bidder] to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. [insert reference of the Invitation to Bid] 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

Public Information Center

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

As of June 2002¹

For the information of borrowers and bidders, and with reference to paragraph 1.6, footnote 9, of the current edition of Guidelines: Procurement under IBRD Loans and IDA Credits, set forth below is a list of countries from which bidders, goods and services are not eligible to participate in procurement financed by the World Bank or IDA.²

- Andorra
- Cuba
- Democratic People's Republic of Korea (North Korea)
- Liechtenstein
- Monaco
- Nauru
- Tuvalu

In addition, bidders, goods and services from other countries or territories may be declared ineligible by a provision in the bidding documents if the borrower's country has excluded them by a law, an official regulation, or an act of compliance meeting the requirements of paragraph 1.8 (a) of the Guidelines: Procurement under IBRD Loans and IDA Credits.

The Loan/Credit Agreement also prohibits a withdrawal from the Loan/Credit 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 a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. At the present time, this prohibition applies to

- Iraq

¹ The most current listing of eligible countries can be viewed on the Public Information Center's Web page at <http://www.worldbank.org/html/pic/PROCURE/.html>. A list of firms debarred from participating in World Bank projects is available at: <http://www.worldbank.org/html/opr/PROCURE/debarr.html>.

² Any questions regarding this list should be addressed to the Director, Procurement Policy and Services Group, Operational Core Services Network, The World Bank

Section VI. Schedule of Requirements

Input of Information to be Completed by Purchaser

The Schedule of Requirements (SR) shall provide sufficient information as to enable bidders to efficiently and accurately prepare bids that are realistic and competitive. The SR is a Contract document and, therefore, it is a part of the Contract. The Purchaser must prepare the SR and include it as a part of the Bidding Documents.

The SR should be complete, precise, and clear. An incomplete, imprecise, or unclear SR may prompt bidders to require clarifications from the Purchaser or to submit conditional bids or bids that may be based on different understandings of the Purchaser's requirements. Depending on the nature of the clarifications, the Purchaser may need to amend the Bidding Documents and eventually to extend the bid-submission deadline. Conditional bids may have to be rejected. Bids that are not comparable could not be evaluated.

The Purchaser shall assign experienced staff to draft the SR in a manner permitting the widest possible competition, while at the same time clearly specifying the required standards of workmanship, the characteristics of materials and performance of the Textbooks, and the delivery and completion of the Textbooks and Related Services. Only by following this approach will the Purchaser ensure that the objectives of economy, efficiency, and fairness in procurement can be realized as envisaged under International Competitive Bidding (ICB) procedures.

The Schedule of Requirements consists of three parts:

1. List of Textbooks and Delivery Schedule
2. List of Related Services its Completion Schedule, and Items to be Submitted as part of the Bid
3. Technical Specifications

1. List of Textbooks and Delivery Schedule

- 1.1 The purpose of the List of Textbooks is to specify for each item a brief description, quantity and physical unit, site, required delivery date, Incoterm and whether inland transportation is required (if it is not included in the Incoterm specified). The instructions to fill the List of Textbooks' form are as follows: The Purchaser must provide all information as detailed in Forms 1. List of Textbooks and Delivery Schedule. In preparing these lists, the Purchaser should take into account that:
- (a) The required Delivery Dates should be realistic, as they are indicated to allow Bidders to specify and quote in their bids the respective Contract Delivery Dates.
 - (b) The Required Delivery Dates for the Textbooks should be carefully specified, taking into account that the delivery dates terms stipulated must be consistent with:
 - (i) the Incoterms specified. The Purchaser shall take into account that under Incoterms EXW, CIF, CIP, FOB, FCR, FCA delivery of the textbooks takes place when delivered to the custody of **the first carrier**, and not when they arrive at the place established as the "named place or port of destination"; and
 - (ii) the date specified in the Contract for the start of the Purchaser's obligations (i.e., notice of award, Contract signature, opening or confirmation of the letter of credit).
- 1.2 To illustrate (i) above, the following obligations are specified for Seller and Buyer for CIP (named place of destination) under Incoterm 2000:

For the Seller—(Incoterms 2000 Sub-Clause A4) **Delivery.** The Seller must deliver the Textbooks to the carrier contracted in accordance with A3 or, if there are subsequent carriers, to the first carrier, for transportation to the agreed point at the named place on the date or within the agreed period.

For the Buyer (Incoterms 2000 Clause B4). **Taking Delivery.** The Buyer must accept delivery of the Textbooks when they have been delivered in accordance with Incoterms A4, and receive them from the carrier at the named place.

1. List of Textbooks and Delivery Schedule

The Bidder shall quote prices and Contract Delivery Dates for all items and lots as specified in this form 1 List of Textbooks and Delivery Schedule.

1	2	3	4	5	
Item	Description of Good	Quantity	Physical Unit	Incoterm Specified and Named Place or Port	
[insert item No]	[insert description of Good]	[insert quantity of item to be supplied]	[insert physical unit for the quantity]	Textbooks from outside the Purchaser's Country [Specify named place or port of destination in accordance with ITB 14.6]	Textbooks from inside the Purchaser's Country [specify named place for EXW]

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.¹

Item number	Brief description	Quantity	Delivery schedule (shipment) in weeks/months from ²

¹ The delivery may be specified for a single shipment, or for several partial shipments, for a specific date, or range of acceptable delivery periods.

² 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.

2. List of Related Services and Completion Schedule

- 2.1 The purpose of the List of Related Services is to specify for each item a brief description, quantity and physical unit, site or place where the services shall be provided, as well as the Required Completion Date for each service. The Purchaser must provide all information as detailed in Form 2. List of Related Services and Completion Schedule. In preparing the list, the Purchaser should take into account that the Required Completion Dates should be realistic, and appropriately coordinated with the relevant Delivery Dates for the Textbooks, taking into account, in particular, that the Delivery Dates for the Textbooks shall be in accordance with the specified Incoterms, as explained in para. 1 of Section VI of the User's Guide. The items to be submitted as part of the bid will enable the Evaluation Committee to assess the conformity of the textbooks and services to the bidding documents.

List of items to be submitted as part of the bid:

The following items are what bidders are normally required to submit with their bids:

- (a) A finished dummy which demonstrates: text paper quality, cover paper/board quality (including finish if required), binding style, format and bulked up extent. The dummy should have pasted on it a label that exactly describes the production specifications of the proposed textbook. This label should be signed by the bidder and will be used as a control when the technical specifications of finished books are checked. If the dummy does not comply with the minimum technical specifications, the bid will be rejected.
- (b) A section consisting of the first eight consecutive pages of the first chapter of the manuscript. If this chapter has fewer than eight pages, the second chapter should be used. The pages should carry edited text and illustrations and the format should be that given in the technical specifications. The pages should be printed in one, two or four colors according to the technical specifications. Bidders should not submit any more or any fewer pages. Chapters printed on a laser printer will be acceptable.
- (c) Chapters of the manuscript – consisting of a minimum 25% of the whole. This must cover the syllabus chapters for each subject as indicated in the technical specifications. All manuscripts should be typewritten or word processed.. More than one version of a textbook can be accepted from a single bidder only if there is at least 35% difference between the contents of each.
- (d) For textbooks in particular a detailed book synopsis showing the titles of the lessons in the order in which they appear in the book, specifying the knowledge of each lesson as well as the manner in which the textbook suggests that the main objectives of the syllabus should be fulfilled.

These items should not carry any indication of the authors or any data that might disclose the identity of the bidder.

Additionally the bidder should supply:

- (e) A detailed, clause-by-clause commentary confirming compliance of the bidder's proposed technical specifications with the minimum technical specifications contained in the bidding documents.
- (f) A fully completed price schedule
- (g) A statement of packing standards

A detailed timetable for the work to be covered within the time limits specified in the bidding documents.

2. List of Related Services and Completion Schedule

The Bidder shall quote prices and Contract Delivery Dates for all items and lots as specified in this form 2 List of Related Services and Completion Schedule.

1	2	3	4	5	6
Item	Description of Service	Quantity	Physical Unit	Site or Place where Services shall be performed	Required Completion Date for Services
[insert item No]	[insert description of Related Services]	[insert quantity of item to be supplied]	[insert physical unit for the quantity]	[insert Site intended for the item]	[insert required Completion Date]

3. Technical Specifications

The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Textbooks and Related Services required by the Purchaser. The Purchaser must prepare and include TS in the Schedule of Requirements.

If a summary of the Technical Specifications (TS) has to be provided insert the following Sub-Clause in Section VI Schedule of Requirements of the Bidding Documents:

3.1 **Summary of Technical Specifications and Standards.** The Textbooks and Related Services shall comply with following Technical Specifications and Standards:

Item No	Name of Good or Related Service	Technical Specification and Standards

3.2 **Detailed Technical Specifications and Standards.** Purchasers should be aware of Annex 5 to the Technical Note for the Procurement of Textbooks and Reading Materials, which provides extensive advice on critical elements of the technical specifications.

[Insert detailed description of TS

]

Preparation of Detailed Technical Specifications.

The Purchaser shall prepare the detailed TS take into account that:

- The TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of bids and subsequently evaluate the bids. Therefore, well-defined TS will facilitate preparation of responsive bids by bidders, as well as examination, evaluation, and comparison of the bids by the Purchaser.
- The TS shall require that all textbooks and materials to be incorporated in the textbooks be new, unused, and of the most recent or current models, and that they incorporate all

recent improvements in design and materials, unless provided for otherwise in the contract.

- The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.
- The Bank encourages the use of metric units.
- Standardizing technical specifications may be advantageous, depending on the complexity of the textbooks and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of textbooks.
- Standards for equipment, materials, and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from the Borrower’s or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.
- With the exception of the procurement of specific titles for libraries, reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words “or at least equivalent” shall always follow such references.
- Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:
 - (a) Standards of materials and workmanship required for the production and manufacturing of the Textbooks.
 - (b) Detailed tests required (type and number).
 - (c) Other additional work and/or Related Services required to achieve full delivery/completion.
 - (d) Detailed activities to be performed by the Supplier, and participation of the Purchaser thereon.
 - (e) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.
- The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Purchaser shall include an additional ad-hoc

bidding form (to be an Attachment to the Bid Submission Sheet), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.

- When the Purchaser requests that the Bidder provides in its bid a part or all of the Technical Specifications, technical schedules, or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its bid.
- Bidders whose bids include material for which they do not own the copyright should be requested to demonstrate that they have obtained permission from the copyright owner.

Section VII. General Conditions of Contract

The GCC contain standard provisions that have been designed to remain unchanged and **to be used without modifying their text**. The GCC clearly identify the provisions that may normally need to be specified for a particular bidding process and require that such specification be introduced **through the SCC**.

The GCC is a Contract document and, therefore, is a part of the Contract.

Section VIII. Special Conditions of Contract

Input of Information to be Completed by Purchaser

The Special Conditions of Contract (SCC) contain provisions that the GCC require be specified for a particular bidding process. The Purchaser should include at the time of issuing the Bidding Documents all information or specification that the GCC indicate shall be provided in the SCC. No SCC Clause should be left blank.

To facilitate the preparation of the SCC, its clauses are numbered with same numbers as the corresponding GCC clauses. This Guide provides guidance to the Purchaser on how to input all information required. It includes a SCC format that summarizes all information to be provided.

The SCC is a Contract document and, therefore, is a part of the Contract.

Special Conditions of Contract

Input of Information to be completed by Purchaser

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

GCC 1.1 (j)	The Purchaser's country is: [insert name of country]
GCC 1.1 (k)	The Purchaser is: [insert complete name]
GCC 1.1 (q)	The Site is: [insert name and detailed information on the location of the Site]
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they will be prescribed by: [insert trade organization] .
GCC 4.2 (b)	The version of Incoterms shall be: [indicate version of Incoterms]
GCC 5.1	The language shall be: [insert language]
GCC 8.1	For notices , the Purchaser's address is: Attention: [insert full name of person, if applicable] Street Address: [insert street address and number] Floor/ Room number: [insert floor and room number, if applicable] City: [insert name of city or town] ZIP Code: [insert postal (ZIP) code, if applicable] Country: [insert name of country] Telephone: [insert telephone number, including country and city codes] Facsimile number: [insert telephone number, including country and city codes] Electronic mail address: [insert email address, if applicable]
GCC 9.1	The governing law shall be the law of: [insert name of state or country]
GCC 10.2	The formal mechanism for the resolution of disputes shall be: [insert Option 1, 2 or 3 for GCC Sub-Clause 10.2(a) and Sub-Clause 10.2(b)] Option 1 [If the Purchaser chooses the Arbitration Rules of UNCITRAL, it shall insert the following:

	<p>GCC 10.2(a)</p> <p>Option 2 [If the Purchaser chooses the Rules of ICC, it shall insert the following:</p> <p>GCC 10.2(a)</p> <p>Option 3 [If the Purchaser chooses the Rules of Arbitration of the Institute of Stockholm Chamber of Commerce, it shall insert the following:</p> <p>GCC 10.2(a)</p> <p>Option 4 [If the Purchaser chooses the Rules of the London Court of International Arbitration, it shall insert the following:</p> <p>GCC 10.2(a)</p>
<p>GCC 11.1</p>	<p>The Scope of Supply for the Textbooks and Related Services to be supplied shall be as specified in: [insert “Schedule of Requirements” or indicate where the Scope of Supply shall be defined]</p>
<p>GCC 14.2</p>	<p>The prices charged for the Textbooks delivered and the related Services performed __ [insert “shall” or “shall not”] _____ be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment: __ [see attachment 1 to SCC for sample Price Adjustment formula] _____.</p> <p>Price adjustment provision shall be required in contracts which extend beyond eighteen months. The broken-down cost of development and printing of new titles should be attached to: [insert Price and Delivery Schedules or indicate where the broken-down costs shall be defined]. See attachment 2 to SCC for definition of the cost components of new titles and reprints.</p>
<p>GCC 15.1</p>	<p>The Terms of payment shall be: [as applicable to each of the following options used, indicate the terms of payment]</p> <p><u>Option 1. Off the shelf:</u></p> <ul style="list-style-type: none"> - On signature of contract—10% - On receipt of documentary evidence that the books have been received in the consolidator’s warehouse—30% - On receipt of documentary evidence that the books have been delivered to the Purchaser 50 %

	<ul style="list-style-type: none"> - On documentary evidence of acceptance of the books by the Purchaser—10% <p>Note: <u>For Publishing and Manufacturing (Separate Contracts)</u></p> <ul style="list-style-type: none"> - All advance payments are to be made against bank guarantees (also applicable to MBO) <p><u>Option 2. For Publishing Services</u></p> <p>Either</p> <ul style="list-style-type: none"> - On signature of contract—up to 45% of the total value of the contract - On delivery and approval of final blueprints, CRC, film, or electronic media of the entire title—payment of the sum outstanding <p>Or</p> <ul style="list-style-type: none"> - On signature of contract—advance payment of up to 30% of the total contract value - On delivery and approval of the complete manuscript—payment of 35% of the total contract value - On delivery and approval of final blueprints, CRC, film, or electronic media of the entire title —payment of the sum outstanding <p><u>Option 4. For Manufacture</u></p> <ul style="list-style-type: none"> - On receipt of documentary evidence that paper for the contract has been delivered to the contractor—up to 70% of the total contract value - On receipt of documentary evidence of shipment of the books—a sum to bring total to 90% of contract value - On receipt and acceptance of the books—payment of the sum outstanding <p><u>For Publishing Services and Manufacture (Single Contract) - SBO</u></p> <p>Option 1. If publishing services and manufacture are treated as two separate elements, use the payment schedules indicated above.</p> <p>Option 2. If publishing services and manufacture are treated as a single operation, payment schedule should be as follows:</p> <ul style="list-style-type: none"> - On signature of contract—an advance payment of up to 10% - Partial payment of 10% - 30% at: <ul style="list-style-type: none"> o Time of approval of the manuscript o Time the purchaser issues the “Notice to Proceed”
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	<ul style="list-style-type: none"> - Advance payment for purchase of paper—10%-40% - On documentary evidence of shipment— a sum to bring total to 90% of contract value (10%-20%) - On acceptance— payment of the sum outstanding
GCC 15.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be ___[insert number of days in words]___ (___[insert number of days in numbers]) days.</p> <p>The interest rate that shall be applied is ___[insert interest percentage in numbers]___ percent (___insert interest percentage in percent]%).</p>
GCC 17.1	<p>The amount of the Performance Security shall be: [indicate the amount of the Performance Security]</p> <p>The currency shall be: [indicate currency of the Performance Security].</p>
GCC 17.3	<p>The types of acceptable Performance Securities are: [insert the name and description of Performance Security acceptable to the Purchaser].</p>
GCC 17.4	<p>Discharge of the Performance Security shall take place:[insert (a) in accordance with GCC Sub-Clause 18.4; or (b) indicate how the Performance Security shall be discharged]</p>
GCC 18.1	<p>The copyright of the manuscript and artwork resides with:</p> <p><u>Ownership of Materials</u></p> <p>Unless the Borrower originates the manuscript (which may include text and illustrations), the copyright will be retained by the supplier.</p> <p>The contract entitles the Borrower to publishing rights in the manuscript for a specified number of copies and period of time, starting with the date of the first delivery.</p> <p>Any royalties due to the Supplier for granting this publishing right are deemed to be included in the Contract Price.</p> <p>When the Borrower originates the manuscript, the contract confers in the Supplier the publishing rights in the manuscript for a specified number of copies and period of time, starting with the date of first delivery. Any royalties due to the Borrower for granting this publishing right are deemed to have been already discounted in arriving at the Contract Price.</p> <p>In the case that material (photographs, artwork, illustrations and quotations) which are to be used by the Bidder are already copyright by others, it is the responsibility of the Bidder to obtain permission to use the copyrighted materials, and pay the appropriate fees. These fees are deemed to be included in the Total Bid Price.</p>

	<p><u>Copyright Indemnity</u></p> <p>The Supplier shall indemnify the Purchaser against all third-party claims for infringement of copyright arising from the use of goods or any part thereof in the Purchaser's country.</p> <p>Copyright owner authorization will not be required for library materials and journals bought in small quantities.</p>
GCC 22.2	The packing, marking, and documentation within and outside the packages shall be: [insert in detail the type of packing required, the markings in the packing and all documentation required]
GCC 23.1	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: [insert type of coverage, currency, and amount]
GCC 24.1	Responsibility for transportation of the Textbooks shall be in accordance with: [indicate whether the responsibility for transportation shall be in accordance with Incoterms or other trade terms]
GCC 25.2	The inspections and tests shall be conducted at [insert site where inspections and tests will be conducted] .
GCC 26.1	The liquidated damages shall be: [insert percentage for liquidated damages] per week.
GCC 26.1	The maximum amount of liquidated damages shall be [insert maximum amount for liquidated damages]
GCC 27.3	<p>The period of validity of the Warranty shall be: [insert the period of validity of the warranty]</p> <p>For purposes of the Warranty, the place of final destination shall be: [insert place of destination].</p>
GCC 27.5	The period for repair or replacement shall be [insert repair/replacement period] .
GCC 32.3	<p>The contract [insert shall/shall not] include reprints.</p> <p>If reprints are included in the scope of the contract, the following method should be followed [see attachment 2 to SCC for reprint formula].</p>

Attachment 1 to SCC**Price Adjustment Formula**

If in accordance with GCC 14.2 Prices shall be adjustable, the following method shall be used to calculate the price adjustment:

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

$$P_1 = P_0 \left(a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right) - P_0$$

$$a+b+c = 1$$

in which:

- P_1 = adjustment amount payable to the Supplier.
 P_0 = Contract Price (base price).
 a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
 b = estimated percentage of labor component in the Contract Price.
 c = estimated percentage of material component in the Contract Price.
 L_0, L_1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
 M_0, M_1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a, b, and c as specified by the Purchaser are as follows:

$a =$ [insert value of coefficient]

$b =$ [insert value of coefficient]

$c =$ [insert value of coefficient]

The Bidder shall indicate the source of the indices and the base date indices in its bid.

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

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

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

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Textbooks and Services subject to adjustment.
- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

Attachment 2 to SCCTotal Cost of the Development and Printing of a New Title

When a purchaser contracts with a supplier to develop and manufacture a new title (whether working with the purchaser's own manuscript or developing one to the purchaser's specifications), it is normal practice for the supplier to be granted the right to supply the title for an agreed number of years. This is likely to be either four or five. Although in the case of a single-book option (SBO) the purchaser may know the exact number of copies that will be required for the first print run, it is unlikely to know the number of reprinted copies that will be needed nor when they may be needed. In the case of a multiple-book option (MBO), neither the initial nor the reprint printing quantities are known until district or school orders are placed.

The total cost of the development and first printing of a new title is: $A + B + (C \times S)$

A = First fixed cost

The first fixed cost in the development and production of a new textbook includes all expenditure incurred in arriving at the point where a title is in final film, camera-ready copy, or electronic media form. Once this point has been reached, the title can be passed to the printer for manufacture. This cost is primarily made up of the costs of publishing services such as authorship, editing, design, typesetting, acquisition and preparation of illustrations, and preparation of page layouts.

B = 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

The printer prepares printing plates from the film, camera-ready copy, or electronic media and makes ready (or prepares) printing and binding machinery so that finished copies can be produced. This is also a fixed cost, but instead of being incurred only once like in A, it is incurred for the first and every subsequent print run. This fixed cost is B.

C = Variable cost. Cost for producing a single copy once B is completed

Once B is completed, the printer can produce finished copies of the title. For each copy there are costs of paper, printing and binding materials, printing, and binding. This variable cost is C.

S = The number of copies in the first print run

If the print run is increased, the additional cost will be $(C \times T)$ where T is the number of additional copies.

Multiple Book Option

In the case of MBO, although the overall number of copies required is known at the time the bidding documents are prepared, the number of copies that each contractor will produce is unknown. As a result, and in order to allow evaluation of bids, it is essential that the bidder

provide unit prices for the number of copies resulting from dividing the overall number of copies by three (i.e., traditionally the number of MBO winning bids).

Reprints

When a title has to be reprinted, the cost of the reprint will be $B+(C \times S_1)$ where S_1 is the number of copies in the reprint run. It is customary for a printer to make new plates for reprints, but should its normal practice be to retain plates from the previous printing, it should adjust its fixed costs appropriately.

Section IX. Contract Forms

Section IX of the BD contains forms for the Agreement, the Performance Security, and the Advance Payment. Bidders shall not submit these forms with their bids. After notification of award, the Purchaser shall prepare the Agreement using the Agreement Form and send it to the successful Bidder. The successful Bidder shall sign the Agreement and return it to the Purchaser together with the Performance Security and, if applicable, the Advance Payment Security, using the respective forms provided in Section IX. Bidders shall note that the Advance Payment Security is submitted only when the Contract specifies that there will be an advance payment.

Agreement Form

Input of Information to be Completed by Bidder Awarded the Contract

Agreement

THIS AGREEMENT made the **[insert number]** day of **[insert month]**, **[insert year]**, between **[insert complete name of Purchaser]** of **[insert complete address of Purchaser]** (hereinafter "the Purchaser"), of the one part, and **[insert complete name of Supplier]** of **[insert complete address of Supplier]** (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain textbooks and related services, viz., **[insert brief description of the Textbooks and Related Services]** and has accepted a Bid by the Supplier for the supply of those Textbooks and Related Services in the sum of **[insert currency and amount of contract price in words and figures]** (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 Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the 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 **[indicate name of country]** on the day, month, and year indicated above.

Signed by **[insert authorized signature for the Purchaser]** (for the Purchaser)

Signed by **[insert authorized signature for the Supplier]** for the Supplier)

Performance Security Form

Input of Information to be completed by the Bidder awarded the Contract

Performance Security

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

Beneficiary: _____ **[insert Name and Address of Purchaser]**

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that **[insert name of Supplier]** (hereinafter called "the Supplier") has entered into Contract No. **[insert reference number of the contract]** dated _____ with you, for the supply of **[insert description of goods]** (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 **[insert name of Bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **[insert amount in figures]** (____) **[insert amount in words]**³ 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____,⁴ and any demand for payment under it must be received by us at this office on or before that date.

³ 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.

⁴ 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."

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)]

Advance Payment Security Form

Input of Information to be completed by Bidder awarded the Contract, if applicable

Advance Payment Security

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

Beneficiary: _____ [insert Name and Address of Purchaser]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [insert name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [insert reference number of the contract] dated _____ with you, for the supply of [insert description of goods] (hereinafter called "the Contract").

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

At the request of the Supplier, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures] (____) [insert amount in words] 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 _____ [insert name and address of Bank].

This guarantee shall expire, at the latest, upon our receipt of copy(ies) of _____⁵, or on the ___ day of _____, 2____⁶, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

⁵ Insert documents establishing "delivery" of the goods in accordance with the particular Incoterm selected.

⁶ 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

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

[signature(s)]

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."

Annex 1 - Recommended Procurement Methods for Specific Textbooks & Services

Proc' mt. Method*	Off-the-Shelf	Manuscript	Manuscript Publishing and Manufacturing	Manuscript and Publishing	Publishing and Manufacturing	Publishing	Manufacturing	inputs and distribution Services
Consulting Services		Government contracts out the development or adaptation of the manuscript Use Standard Request for Proposals (SRFP). The SRFP should include (i) criteria for manuscript development (ii) list of items to be submitted with proposal and request of separate price schedule, (iii) evaluation criteria (quality and price if applicable). Method of selection should follow the Consultant Guidelines.		Government contracts out the development or adaptation of manuscript publishing. SBO/MBO. Use Standard Request for Proposals (SRFP). The SRFP should include (i) criteria for publishing services, (ii) questionnaire for publishing, (iii) list of items to be submitted with proposal and request of separate price schedule, (iv) evaluation criteria (quality & price if applicable). Method of selection should follow the Consultant Guidelines.		Government develops the manuscript and contracts out publishing. Single title. Use Standard Request for Proposals (SRFP). The SRFP should include (i) criteria for publishing services, (ii) questionnaire for publishing, (iii) evaluation criteria (quality and price if applicable). Method of selection should follow the Consultant Guidelines.		
ICB	Readers and other supplementary materials (including primary library books). Use new SBD. ICB should be used to select the book consolidator wholesaler that offers the greatest discount on the catalogue prices of the books on the Purchaser's list.		Government contracts out the preparation of the manuscript, publishing services including adaptation, and manufacturing. SBO/MBO. Use new SBD. Evaluate quality of the manuscript and price of developing, and manufacturing the manuscript.		Government develops the manuscripts and contracts out publishing and manufacturing. Single Title Use new SBDs. Select the lowest evaluated price (no need to evaluate quality).		Government is responsible for the manuscripts and publishing, and contracts out manufacturing. Single title/ SBO/MBO. Use new SBDs. Select the lowest evaluated price (no need to evaluate quality).	For acquisition of products such as paper, printing, binding, and packing. Use SBDs Goods for paper and for remaining inputs and select the lowest evaluated price.

Proc' mt. Method*	Off-the-Shelf	Manuscript	Manuscript Publishing and Manufacturing	Manuscript and Publishing	Publishing and Manufacturing	Publishing	Manufacturing	inputs and distribution Services
LIB	Implementing agency procurement expertise: High—Knowledge of sources; preparation and evaluation of bids.							
	Library books (tertiary).				Government develops the manuscripts and contracts out publishing and manufacturing. Single title.		Government is responsible for the manuscripts and publishing, and contracts out manufacturing. Single title/ SBO/MBO	For acquisition of products such as paper, printing, binding, and packing.
NCB	Implementing agency procurement expertise: High—Knowledge of sources; preparation and evaluation of bids and supplier qualifications.							
	Not recommended.		Government contracts out manuscript preparation, publishing including adaptation, and manufacturing. SBO/MBO.		Government develops the manuscripts and contracts out publishing and manufacturing. Single title.		Government is responsible for the manuscripts and publishing, and contracts out manufacturing. Single title/ SBO/MBO.	Limited use.
Implementing agency procurement expertise: High—Preparation and evaluation of bids.								
			Lack of interest from international suppliers. Use of noninternational language. Existence of local capacity.		Lack of interest from international suppliers. Use of noninternational language. Existence of local capacity.		Lack of interest from international suppliers. Existence of local capacity.	Smaller volume procurements.

Proc' mt. Method*	Off-the-Shelf	Manuscript	Manuscript Publishing and Manufacturing	Manuscript and Publishing	Publishing and Manufacturing	Publishing	Manufacturing	inputs and distribution Services
International/National Shopping	Imported and domestic titles, library books (tertiary and secondary). Use of a library supplier. Use of an international language.				Limited publishing services contracted.		Limited manufacturing services contracted.	Smaller volume procurements.
		Limited number of publishers and manufacturers.	Limited number of publishers interested in smaller volume procurement.		Limited number of manufacturers interested in smaller volume procurement.		Limited number of manufacturers.	
Direct Contracting	Library books. (tertiary and secondary) Single supplier.		For single-source products. Single publishing house and manufacturer worldwide.		For single-source products. Single publishing house and manufacturer worldwide.		For single-source products. Single manufacturer.	For single-source products. Single manufacturer.
	Implementing agency procurement expertise: Knowledge of sources; comprehensive, up-to-date knowledge of current world prices; negotiating skills. Implementing agency procurement expertise: Knowledge of sources; negotiating skills. *See Para 4.5 for Definitions							