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USING THE BIDDING DOCUMENT FOR BOOKS

Guidance note for World Bank Teams

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This note is part of a series being prepared by the Read@Home team to support World Bank teams as they procure teaching and learning materials (textbooks, teacher’s guides, and supplementary reading materials). For more information, contact co-TTLs Amanda Devercelli (adevercelli@worldbank.org) and Peter Holland (pholland@worldbank.org). To access additional resources, follow this link: <https://www.worldbank.org/en/topic/education/brief/read-at-home>





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USING THE BIDDING DOCUMENT FOR BOOKS¹

INTRODUCTION

The World Bank's bidding document, *Request for Bids – Textbooks and Reading Materials* (October 2017), contains what the Purchaser (the government) and the Bidder (prospective supplier to the government) need in order to carry out competitive procurement and contracting of goods (finished books) or services related to book provision (publishing, printing, delivery, and distribution) using Bank funds.¹

For both Purchaser and Bidder, the Bank's bidding document:

- Provides guidance as to countries from which bidders may be allowed to participate in the procurement, the contract for which will be financed by the Bank (Section V – Eligible Countries).
- Sets out the Bank's mandatory anti-corruption guidelines (Section VI – Fraud and Corruption).

For the Purchaser (usually the Borrower's education ministry), the bidding document:

- Provides guidance on details of the purchase: technical specifications, order quantities, delivery schedules (Section VII – Schedule of Requirements).
- Provides the procedures to follow for evaluating a Bidder's offer and guidance for verifying the Bidder's ability to deliver on the contract (Section III – Evaluation and Qualification Criteria).
- Sets out mandatory provisions of the contract (Section VIII – General Conditions of Contract and Section IX – Special Conditions of Contract) and provides contract documentation (Section X – Contract Forms).

For the Bidder (usually a publisher or printer), the document:

- Sets out the procedures for submitting an offer to provide goods, such as printed books, or services, such as book printing and binding (Section 1 – Instructions to Bidders and Section II – Bid Data Sheet).
- Lists the documentation required of the Bidder for submitting an offer (Section IV – Bidding Forms).

This set of guidance notes is organized in the same sequence as the ten sections of the Bank's bidding document, from Instructions to Bidders through Contract Forms. Preceding those sections, an introduction provides short refresher notes on the book-related goods and services frequently procured by governments, the typical forms of purchasing for those, and because Bank procurement regulations require competition, the good practices and elapsed time of each activity in the bidding cycle.

¹ In legal documents (e.g., loan or credit agreements) the World Bank uses the term Borrower to designate its client, the borrowing country. In technical documents of projects (e.g., the PAD), the Borrower is usually called the government or, more specifically its implementing agency, the education ministry. In project procurement, the education ministry is called the Purchaser. Depending on the stage of the procurement process, the private sector interacting with the Purchaser is Bidder, Supplier (of goods), Contractor (of services), Publisher, Printer, etc.

BOOKS AND RELATED SERVICES TO PURCHASE

The following table lists the typical items purchased by education ministries in the course of providing reading books, textbooks, and other printed teaching and learning materials to children and youth. The items are classified by phase of book development and publication.

Prior to Materials Development

Items for possible procurement	Description	Suppliers
Studies	Analysis of curricular objectives Analysis of student test scores Enrollment projections	Education research organizations, university departments, statisticians
Surveys and consultations	Market survey of current materials Review of teaching materials Discussions with stakeholders	Market surveyors, editors and writers of children's literature, experienced classroom teachers, school leaders, academic supervisors, parent organizations
Curriculum	Curriculum research Revision of objectives Writing new objectives, activities, assessment	Consulting curriculum researchers and writers, education research organizations



Materials Development

Also called origination, content generation, manuscript development, writing & production

Items for possible procurement	Description	Suppliers
Planning and research	Mapping: scope-and-sequence charting of topics Rights and permissions (copyright and licensing) research, photo archival searches	Planning specialists, organization development groups Education, market research organizations Publishing consultants
Manuscript writing	Writing, adaptation, translation: <ul style="list-style-type: none"> • Textbooks • Teacher's guides • Reading books Materials for parents, caregivers	Individual authors, education ministry writing teams Publishers in the private sector Government institutes, university departments Non-governmental organizations (NGOs)
Editorial services	Content editing Copy editing Copyright: acquisition of rights and permissions	Subject content specialists Freelance editors, rewriters Publishing companies
Design services	Book design, illustration, electronic file preparation	Graphic designers, illustrators, photographers Publishing, advertising companies, art studios

Manufacturing and Delivery

Items for possible procurement	Description	Suppliers
Paper	Printing paper in rolls, sheeted reams Cover paper in sheeted reams Cartons (boxes)	Paper mills Paper merchants Carton manufacturers
Printing, binding	Book printing, binding, finishing, packaging, packing Inspection services	Printing companies Auditors, quantity surveyors
Delivery	Shipping	Sea, land, air freight companies Customs brokers Bonded warehouse contractors Overland delivery, shipping companies

Distribution

Items for possible procurement	Description	Suppliers
Planning and research	Identification of school locations, distribution planning	Government departments Retail marketing consultants
Construction	Construction, major rehabilitation, minor repair of warehouses, storerooms	Construction companies
Warehousing	Offloading, stacking and storage, dispatching at central, satellite warehouses, storerooms Security services, insurance	Warehousing companies Security companies Insurance agents
Distribution	Shipment, transshipment, reception	Freight forwarders Distribution monitoring services ² Civil society observers, NGOs Accounting, auditing firms



² Distribution tracking systems, often called Track and Trace (T&T), are becoming available to facilitate delivery and reduce loss. The T&T systems trace books from their point of production (the printing plant) to their point of use (the school or student) or for some critical part of this delivery chain, such as from regional warehouses to schools. There are many types of T&Ts available, including paper-based, bar codes, and interactive voice response systems. Following a book supply chain analysis, an appropriate system for a country can be identified. For example, in one type of T&T, preprinted bar codes on book cartons are scanned by smartphone at key points of distribution. The delivery information is instantaneously reported from school to district to region to central office. See <https://www.globalbookalliance.org/> for more information.

BOOK PURCHASING³

Common Publishing Terms

Commissioning	Contracting the writing of a book manuscript.
Manuscript	Original work submitted for publication. In this note, this term covers all of the technical steps involved in transforming a manuscript into book pages ready for printing: editing, design, and layout.
Manuscript development	The set of activities involved in creating book content including research, writing, testing, revision, and rewriting.
Title	A specific book.
Publishing	Broadly, all activities relating to the publication of a book, from financing through authorship and printing, and distribution. Narrowly, all of the technical steps in "Manuscript" (above), Synonyms: origination, production.
Manufacturing	Includes paper procurement, printing, binding, and packaging.



³ Revised and expanded from: (i) SPD User's Guide, Request for Bids, Textbooks and Reading Materials (draft), September 1, 2017 (The World Bank, Washington, DC), p. 6; and (ii) Technical Note: Procurement of Textbooks and Reading Materials (trial edition), December 2002 (The World Bank, Washington DC), p. 5.



Typical Forms of Purchasing

Goods and services needed in producing and distributing textbooks and related printed materials are bought or acquired in various ways. Note that some forms of purchase may not be eligible for financing by the Bank, specifically those purchases made directly, without competition (except for proprietary items like computer software). The typical forms of purchasing are the following:

Off the shelf	The Purchaser buys printed books from publishers, publishers' representatives, book dealers, or bookstores.
Outright purchase of rights	The Purchaser buys all rights to the completed manuscript from the owner.
License to reprint	The Purchaser acquires permission to print the owner's finished book at a specified quantity or for a period of time.
Commissioning	The Purchaser contracts manuscript development.
Publishing	The Purchaser contracts the transformation of a manuscript into pages ready for printing.
Manufacturing	The Purchaser contracts printing, binding, packaging, and packing.
Delivery and Distribution	The Purchaser contracts all services needed to transport the books from the manufacturing site to schools.

Note that publishing, manufacturing, and distribution can be contracted separately or bundled in different ways. For example, publishing and manufacturing together or manufacturing and distribution together.

THE BIDDING CYCLE

The competitive procurement of textbooks and learning materials proceeds in the following sequence: (i) preparation of documents; (ii) preparation of bids; (iii) evaluation of bids; and (iv) award of contract. The following table presents the events and activities of the bidding cycle in sequence, lists good practices for each activity, and estimates time to complete each activity.

Event or Activity	Good practice	Estimated duration
Official order or Per-plan start date		Event: 0 days*
Preparation of bidding documents	<ul style="list-style-type: none"> • Update program-wide or annual procurement plan. • Confirm technical specifications. • Agree on criteria, sub-criteria, scoring in quality evaluation. • Check availability date of final pages for printing. • Review order quantities, list of delivery destinations. • Survey market for reasonableness of agency estimate.** • Ensure availability of bidding documents. • Prepare advertisement, invitation, announcement. 	Activity: 30-45 days
Invitation to bid	<ul style="list-style-type: none"> • Advertise in UN Development Business, other electronic sites • Advertise in national, international newspapers. • Send invitation to foreign embassies. • Send invitation to national associations of paper mills and merchants, printing, transportation, shipping industries (depending on goods and services being procured). 	Event: 0 days
Bidding period	<ul style="list-style-type: none"> • Prepare for and convene pre-bidding conference; answer bidders' questions by agreed-upon date • Issue bid bulletin amending relevant provisions of bidding document discussed in conference or answered during Q&A period. • Recruit and orient evaluators on procedures and scoring of items in evaluation criteria. 	30 business days: Mandatory for Bank-funded procurement. See Procurement Regulations for IPF Borrowers (July 2016).
Bid opening	<ul style="list-style-type: none"> • Take attendance: present and bidding, present but not bidding. • Project bid information onscreen as opened and read aloud. • Secure bid bond. • Review and certify bid opening information during the bid-opening event. • Upload bid opening information on same day on official website. 	Event: 0 days

Event or Activity	Good practice	Estimated duration
Bid evaluation	<ul style="list-style-type: none"> Sequester evaluators in secure location during evaluation. Discuss evaluators' scoring, achieve evaluators' consensus on bid scores. Maintain detailed records of evaluation proceedings. Secure approvals of Bid Evaluation Report. 	30-45 days
Notification of intent to award*	<ul style="list-style-type: none"> Ensure all bidders confirm receipt of notice of intent to award. 	Event: 0 days
Standstill period	<ul style="list-style-type: none"> Maintain days of no action. 	10 business days: Mandatory for Bank-funded procurement.
Contract negotiations	<ul style="list-style-type: none"> Confirm written production, inspection, delivery schedules. Confirm schedule of payments. 	5-10 days
Contract signing*	<ul style="list-style-type: none"> Confirm implementation start date: notice to proceed or opening of letter of credit. Secure performance bond, return bid bond. 	Event: 0 days
Issuance of notice to proceed*	<ul style="list-style-type: none"> Confirm contractor's receipt of notice (if notice is not concurrent with contract signing). 	Event: 0 days
Contract execution	<ul style="list-style-type: none"> Send paper samples for laboratory testing, Schedule quality control inspection dates. Collect invoices, conduct inspections and audits, process payments. 	Completion time provided in contract
Contract completion	<ul style="list-style-type: none"> Secure guarantee bond, release performance bond. Issue final payment. 	30 days

* In PERT/CPM planning convention, each activity has a duration, i.e., the elapsed execution time from the beginning of the activity to its end. Because the end of an activity is an event which also begins the next activity, it is allocated zero time. The point at which a further activity cannot begin unless a previous activity (or several activities occurring at the same time) completes is a critical event. The total elapsed time from the first event to the last is the critical path.

** The Borrower's cost estimate should be current and rigorously conducted, as it provides basis for (i) procurement planning and budgeting; (ii) determining reasonableness of prices offered in bids; and (iii) rejecting all bids when offered prices significantly exceed the agency estimate. The latter gives the Borrower the opportunity to review the technical specifications or order quantity or completion time and to consider re-bidding with the necessary modifications.

THE STRUCTURE OF THIS GUIDANCE NOTE

These notes are organized following the order of sections in the bidding document, from Sec. I (Instructions to Bidders) through Sec. X (Contract Forms).

Among the most critical activities in the procurement of books are the following:

1 Determining the quantity of copies to order

2 Setting the technical specifications for printing

3 Evaluating bids for quality and price

In these notes, relative to other activities the above activities are treated in more detail than others. In both Sec. III (Evaluation and Qualification Criteria) and Sec. VII (Schedule of Requirements):

- ✓ Each section, including subsections, is reproduced verbatim on the left column of the page. In shaded text on the right column are brief expositions to clarify the meaning of the text of the bidding document, or define technical terms, or summarize the texts that are referenced in other parts of the bidding document.
- ✓ In addition, more detailed description of requirements and issues in bidding and contracting are provided in Sec. II (Bid Data Sheet) and Sec. IX (Special Conditions of Contract).
- ✓ Each of the above two sections also includes an annex. One illustrates possible ways of creating questions the answers to which can be assigned weights, for a more quantifiable (and objective) way of evaluating the quality of a book offered in competitive bidding. The other provides the basics of paper, printing, and binding, and attaches a sample, for a better understanding of technical specifications.

The full texts of Sec. I (Instructions to Bidders) and Sec. VIII (General Conditions of Contract) are too lengthy to reproduce in these notes. However, they are available online here: <https://documents1.worldbank.org/curated/fr/545511552645174616/pdf/135305-WP-PUBLIC-RequestforBidsPlant.pdf>

For project supervision, education task teams will want to familiarize themselves with the forms to be completed by bidders when they make their bid offers or by the government when it finalizes a contract. For the convenience of the teams, those materials from Sec. IV (Bidding Forms) and Sec. X (Contract Forms) are reproduced in the appendices of these notes.

For compliance, the texts of Sec. V (Eligible Countries) and Sec. VI (Fraud and Corruption) are reproduced here in full.

SEC I.

INSTRUCTIONS TO BIDDERS



This first section of the bidding document, Instructions to Bidders (ITB), provides information to help Bidders prepare their bids. It also provides information on bid submission, opening, and the evaluation of bids as well as on the award of contracts. The provisions of this section are standard across all Bank bidding documents and are mandatory, i.e., they must be used without modifications and must be included in the contract.

Nonetheless, there may be provisions specific to a particular procurement that may require modification of the ITB. These are allowed and indicated only for selected ITB clauses. The modifications are to be made not in the ITB section but in the following Section II – Bid Data Sheet (BDS). The BDS provides fields for entering the allowed modifications. Gathering the changes in the BDS facilitates the preparation of bids and bid evaluation.

In this note, the subsection headings of the ITB are presented in the left column. Subsections for which no modifications are allowed are marked “none” in the right column. For subsections in which modifications are allowed, brief instructions are provided in the right column. The complete text of the ITB can be found on pp. 6-31 of the bidding document, accessible through this link: <https://documents1.worldbank.org/curated/fr/545511552645174616/pdf/135305-WP-PUBLIC-RequestforBidsPlant.pdf>

In the following section (BDS), additional guidance is provided for selected ITB subsections here marked with an asterisk (*) and for other, related issues in book procurement.

Subsection of Sec. I (ITB)**Modifications that may be entered in Sec. II (BDS)****A. General**

1. Scope of Bid	1.1 Insert Request for Bids (RFB) reference number, name of Purchaser, name of RFB, number and identification of lots (contracts) that will be procured. 1.2(a) If using electronic procurement, insert name of e-system and url address or link, and list BDS items that will be modified, e.g., issuance of bidding document, bid submission, bid opening.
2. Source of Funds	Insert: <ul style="list-style-type: none"> • Name of Borrower or Purchaser (and relationship to Borrower); • Amount of Loan or Financing Agreement in US\$ equivalent; and • Name of Project.
3. Fraud and Corruption	[None] See complete document in Sec. VI – Fraud and Corruption.
4. Eligible Bidders	4.1 Indicate maximum number of bidders allowed in any Joint Venture. 4.5 Include link to list of Bank-debarred individuals and firms: http://www.worldbank.org/debarr
5. Eligible Goods and Related Services	[None]

B. Contents of Bidding Document

6. Sections of Bidding Document	[None]
7. Clarification of Bidding Document	Indicate Purchaser's contact address where queries must be submitted in writing; indicate deadline for submission of queries. The Purchaser will (i) send responses to all who obtained bidding documents or post responses on the website where the bidding documents are available and (ii) send or post amendments to the bidding documents, if necessary.
8. Amendment of Bidding Document	[None]

C. Preparation of Bids

9. Cost of Bidding	[None]
10. Language of Bid	In one language only: English, Spanish, or French. If all or parts will be in the Purchaser's language which is not one of these three, translation into one of these three must be provided.

Subsection of Sec. I (ITB)	Modifications that may be entered in Sec. II (BDS)
11. Documents Comprising the Bid	Submit the nine documents listed in 11.1 (a)-(i) comprising the bid. For 11.1 (j), list any additional documents required by the Purchaser, e.g., samples of printing paper with laboratory test data provided by the paper mill, the manufacturing quality control plan, cost indices and source disclosures for price adjustment formula (Attachment to Sec. IX – Special Conditions of Contract).
12. Letter of Bid and Price Schedule	[None]
13. Alternative Bids* ⁴	Indicate if alternative bids will be allowed.
14. Bid Prices and Discounts*	Indicate: 14.5 If price is adjustable during the contract period; 14.6 The percentage of items in a lot covered by the price of the lot; and the percentage of the quantities in a lot covered by the price of a lot; 14.7 Edition of Incoterms used in current bidding (e.g., Incoterms 2020).
15. Currencies of Bid and Payment	Specify if bidders can quote in a currency other than the Purchaser's currency for the portion of the bid price corresponding to payment of expenditures to be incurred in Purchaser's country.
16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services	[None]
17. Documents Establishing the Eligibility and Qualifications of the Bidder	(a) Bidders who are not owners of the copyright for goods to be supplied must submit Copyright Authorization (in Sec. IV – Bidding Forms). (b) Bidders not doing business in the Purchaser's country must be represented by a competent agent.
18. Period of Validity of Bids	Specify time during which bids will be considered valid, usually 90 days from date of bid submission, or a period sufficient to complete the comparison and evaluation of bids, obtain the necessary approvals of authorities of Purchaser, and allow for Bank review in accordance with Purchaser's procurement plan. Purchaser may request extension.
19. Bid Security*	19.1 Indicate the amount and currency of the bid security. If requiring bid security per lot, indicate the amount and currency of the security for each lot. 19.3 Specify the acceptable forms of bid security: bank guarantee, bond, letter of credit, check, other.
20. Format and Signing of Bid*	Specify the required number of copies of the bid (if requiring hard copies), include the confirmation of authorization to sign as or for bidder.

⁴ Asterisk denotes that in addition to the information in the right column, additional information for that subsection is provided in the following section (BDS), below.

Subsection of Sec. I (ITB)**Modifications that may be entered in Sec. II (BDS)**

D. Submission and Opening of Bids	
21. Sealing and Marking of Bids	[None]
22. 22. Deadline for Submission of Bids*	Specify the date and time of submission, provide instructions for electronic submission.
23. Late Bids	[None]
24. Withdrawal, Substitution, and Modification of Bids	[None]
25. Bid Opening	25.1. Specify the date, time, and place of the public bid opening. Specify if electronic bids will be allowed and how they will be announced. 25.6 Specify the number of Purchaser's representatives who will initial and number the Letter of Bid and Price Schedules. (For these and other documents comprising the bid, see Sec. IV – Bidding Forms.)
E. Evaluation and Comparison of Bids	
26. Confidentiality	[None]
27. Clarification of Bids	[None]
28. Deviations, Reservations, and Omissions	[None]
29. Determination of Responsiveness	[None]]
30. 30. Nonconformities, Errors and Omissions*	Indicate whether the (i) highest price or (ii) average price of other complying bids or (iii) Purchaser's estimate will be used to price any item or items not priced in bids.
31. Correction of Arithmetical Errors	[None]
32. Conversion to Single Currency*	Specify name of currency.
33. Margin of Preference*	Indicate if a preferential margin for the lowest local bid will be applied in evaluating all bids.
34. 34. Evaluation of Bids	34.2(a) Indicate if the evaluation will be per item or per lot. If per lot, any unpriced items will be priced following ITB 30 (above). 34.6 Indicate if any factors other than price (e.g., discounts, per ITB 14.4) will be considered in the evaluation of bids.

Subsection of Sec. I (ITB)	Modifications that may be entered in Sec. II (BDS)
35. Comparison of Bid	[None]
36. Abnormally Low Bids	[None]
37. Qualification of the Bidder	[None]
38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	[None]
39. Standstill Period*	Indicate at least 10 business days from issuance of intent to award. No standstill period is needed if bidding is in response to an emergency.
40. Notice of Intention to Award	[None]
F. Award of Contract	
41. Award Criteria	[None]
42. Purchaser's Right to Vary Quantities at Time of Award*	Indicate the variation from original order (from 10% to 15%) without change in Supplier's unit price.
43. Notification of Award	[None]
44. Debriefing by the Purchaser	[None]
45. Signing of Contract	[None]
46. Performance Security	[None]
47. Procurement Related Complaint	Submit challenges in writing, about (i) the terms of the bidding document or (ii) the decision for contract award, following instructions in Annex III, Procurement Regulations for IPF Borrowers: http://pubdocs.worldbank.org/en/659511533066042959/Procurement-Regulations-2017.pdf

SEC II.

BID DATA SHEET

This BDS section provides additional information about selected ITB subsections with BDS references that are relevant to or frequently encountered in book publishing and printing procurement and contracting. In selected subsections, additional topics are also discussed, with references made to other provisions of the bidding document.

ITB 13. Alternative Bids

An alternative bid is an offer that is essentially in compliance with the solicitation terms and conditions but which may offer an alternate that does not significantly deviate from the required specifications contained in the solicitation (www.lawinsider.com/dictionary/alternate-bid).

For example, for a bid calling for 100% delivery on the eighth month of the contract, an alternative bid proposes 20% delivery on the sixth month, 30% on the seventh month, and 50% on the eighth month. The Purchaser should indicate if an alternative bid is: (i) acceptable or not acceptable; or (ii) acceptable only in addition to a bidder's basic or complying bid and will be evaluated only if the basic bid is most advantageous; or (iii) acceptable even without a basic bid and will be evaluated on its own merits along with all other bids. Bidders should be advised that alternative bids may be rejected as nonresponsive.

ITB 14. Bid Prices and Discounts

Both Suppliers and bidders should familiarize themselves with the eight items of this subsection. Discussed below are those items for which modifications are allowed: 14.5 (fixed pricing), 14.6 (scope of pricing), 14.7 (Incoterms), and 14.8 (pricing of imports).

14.5 Fixed pricing. Prices quoted in a bid are fixed, even when the Purchaser exercises the option to vary the order quantity as per ITB 42 (Purchaser's Right to Vary Quantities at Time of Award):

Change orders. In the contract, the Purchaser may vary the order for more or less than the original quantity (usually from 10% to 15%) without change in the unit price of the book. The percentage of variation should be set in the BDS for ITB 42.

However, if indicated in this BDS, prices may be made adjustable during the contract period for the following:

Reprints. The price per copy of a reprinted book is usually less than that of the first printing, because up-front costs (design, typesetting, etc.) have already been recovered. To arrive at a fair price for a second printing during the contract period, the Purchaser must require bidders to fill out the form, "Price Schedule for Development and First Printing of New Titles & Reprints" (in Sec. IV – Bidding Forms of the bidding document). The form asks for the following information: (i) publishing costs up to print-ready pages on paper, film, or electronic file; (ii) cost of platemaking (or other process for image carrying) and machine make-ready; (iii) cost of the first complete copy (called the production copy); and (iv) the number of copies required of the first edition.



Note that after the contract period, the Supplier could demand price adjustments for further reprints. Reorders: For a transparent way of adjusting prices for reordering a reprint edition after the contract period has ended (as costs of labor and materials will have changed in the interim), a price adjustment formula should be used. For the formula to yield a fair price at that later date, the Purchaser must mandate in the bidding for the first printing that bidders disclose the following information: (i) percentage share of the cost of materials, labor, and overhead including profit (total 100%); (ii) accessible cost index and country of origin of the paper proposed in the bid; and (iii) accessible labor index for the country where the book will be printed. The price adjustment formula is placed in the Attachment to the SCC.

14.6 Scope of pricing. Purchaser should require bidders' confirmation that their pricing corresponds to 100% of items in a lot and 100% of quantities per item in a lot.

14.7 Incoterms (International Commercial Terms). The bidding document should specify the current edition: Incoterms 2020 or later. The Incoterms are 11 three-letter codes predefined by the International Chamber of Commerce for use in the international procurement and transporting of goods (<https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-2020/>). The codes define the tasks, obligations, costs, and risks of the Purchaser and of the Supplier. In the procurement of books, the most cited Incoterms are the following:

EXW (ex works), the price of the goods available at the Supplier's premises.

FOB (free on board), the price of the goods the Supplier has loaded on vessel.

CIF (cost, insurance, and freight), the price of the goods at the Purchaser's seaport; and

CIP (carriage and insurance paid), the price of the goods at the place of delivery designated by the Purchaser.

Other Incoterms may also be used: FCA (free carrier); CPT (carriage paid to); DAP (delivered at place); DPU (delivered at place unloaded); DDP (delivered duty paid); FAS (free alongside ship); and CFR (cost and freight).

14.8 Pricing of imports. The price of goods manufactured outside the Purchaser's country should be quoted CIP at named place of destination, including the cost of inland transportation, insurance, and local services.

ITB 19. Bid Security

Usually required in the form of cash, bond, or bank guaranty, a bid security (also bid bond) is a form of monetary guarantee the purchaser or client requires from a bidder or tenderer to safeguard against the withdrawal of their bid before the end of the bid validity period, or their refusal to sign the contract if selected. In these cases, the purchaser or client would have the right to keep the bid security amount. <https://procurementclassroom.com/the-bid-security-and-its-purpose/>

ITB 20. Format and Signing of Bid

In addition to the original of the Bid, the Purchaser should specify the number of copies to be submitted.

This requirement is intended to facilitate the evaluation process, which usually involves a team or teams of evaluators. If the Purchaser allows the Bidder to authorize individuals to sign for the Bidder, the confirmation of authorization must include the name and description of the documentation required to demonstrate the authority of the signatory to sign the bid.

ITB 22. Deadline for Submission of Bids

Specifying the date, time, and place of submission in the bidding document is well understood and practiced for bids written on paper. However, if electronic bids are allowed, establishing the timeliness of submission may arise. The time stamp on a bidder's transmission may differ from that on the Purchaser's receipt of the bid. The bidding document should provide clear instructions for bidders to safely submit their bids electronically. For example, the US government's Federal Acquisition Regulations (FAR) consider a bid timely if it is (i) "transmitted through an electronic commerce method authorized by the solicitation" and (ii) "received at the initial point of entry to the Government infrastructure" not later than 5:00 p.m. one working day prior to the deadline for the receipt of proposals." The bidding document should also accurately provide the Purchaser's electronic address and the URL for the bid submission site if using one, as well as the acceptable document file formats (doc, odt, pdf, txt, etc.). The Purchaser should closely monitor the bid submission site and the address provided to ensure that any problems with bid submission are promptly resolved.

ITB 30. Nonconformities, Errors and Omissions

For purposes of comparison, the Purchaser will calculate the total price of a substantially complying bid, even when a specific price is missing from an item in a lot of several items (for example, one unpriced book title in a lot of five titles). The Purchaser must disclose that calculating the missing price will be done by taking the average price or the highest price of corresponding items from other complying bids. If this is not possible, the Purchaser will make its best estimate.

ITB 32. Conversion to Single Currency

For purposes of evaluation, the Purchaser must disclose: (i) the name of the currency into which all bid prices will be converted; (ii) the source of exchange rates that will be used to convert bids in other currencies to the specified currency; and (iii) the date that will be used to specify the exchange rate. The date of the latter should be neither earlier than 28 days before the bid submission date nor later than the end of the bid validity period.

ITB 33. Margin of Preference

The default position in ITB 33 : Unless otherwise specified in the BDS (Bid Data Sheet), a margin of preference shall not apply. The Purchaser should therefore indicate if a margin of preference will or will not be applied in the bid evaluation. If no preferential margin shall apply, the instruction in the BDS should be omitted.

If a margin of preference shall apply to a particular procurement, the Purchaser must specify this in its Procurement Plan and must follow the procedure for comparing bids in Sec. III – Evaluation and Qualification Criteria. The comparison provides adding 15% to all foreign bids and compared with the lowest complying local bid, to determine the lowest evaluated bid for contract award.



ITB 39. Standstill Period

The period of 10 business days of no activity from the date of issuance if the Notification of Intention to Award is mandatory (Procurement Regulations for IPF Borrowers 5.78-79). However, Regulations 5.80 provides no standstill period when: (i) only one bid was submitted in open competition; (ii) the purchase is made by direct selection; (iii) the selection is a call-off among firms holding Framework Agreements; or (iv) the procurement is for an emergency recognized by the Bank. The step may be waived in situations when Bank funds are authorized as part of rapid responses to crises or disasters, as recognized by the Bank under OP/BP 8.00. In such emergencies, the Bank facilitates utilization of loan proceeds by minimizing the number of processing steps and modifying fiduciary and safeguard requirements, to support rapid implementation. (OPCS Guidance Note 65998 (April 2009): <http://documents1.worldbank.org/curated/en/857351468325152844/pdf/659980WP00PUBL0ycontingencyresponse.pdf>)

ITB 42. Purchaser's Right to Vary Quantities at Time of Award

The Purchaser declaring the maximum percentage range by which order quantities may be increased or decreased enables the Purchaser to cover late-coming or unforeseen information (e.g., number of students enrolled or number of copies needed for teacher training) without having to call for another procurement. It provides the Bidder the parameters with which to estimate the quantity of materials (paper) to order and the additional labor that may be involved to deliver the Purchaser's changed order quantity.

USING THE BIDDING DOCUMENT FOR BOOKS⁵

SEC III.

EVALUATION AND QUALIFICATION CRITERIA

This Section contains the criteria that the Purchaser shall use to evaluate a Bid and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document.

Note to User: Services for manuscript and publishing, or publishing services alone, may be hired as consulting services using a Request for Proposals. The evaluation criteria below may be used to evaluate the manuscript part of the proposal only.

Most Advantageous Bid - Evaluation Methodology

The Most Advantageous Bid will be determined on the basis of the following methodology:

OPTION 1

Methodology = lowest evaluated price of conforming Bid

Purchase of off-the-shelf textbooks without alteration

The Most Advantageous is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document, and
- (b) the lowest evaluated cost (where technical/quality has a zero-rated score).

Notes:

- *Purchase of off-the-shelf textbooks without alteration should be contracted from the book consolidator wholesaler whose Bid of catalogue books on the Purchaser's list is the lowest evaluated cost, in accordance with ITB 14.8 and ITB 34.6.*

OPTION 1

Evaluation steps

1. Identify all responsive bids: documents, securities complete.
2. Determine the lowest-evaluated cost. Check for adjustments in delivery schedule, payment schedule, and other items affecting the final price, listed in subsection 2.2, below.
3. Per ITB 37 (on pp. 27-28 of this SPD) verify the lowest evaluated bidder's qualification, following the guide in section 5, below.

⁵ This note reproduces the text from the bidding document, *Request for Bids, Textbooks and Reading Materials* (January 2017) on the left side of the page. Corresponding text in highlight or in shaded boxes on the right side provides further information and guidance. Some guidance has been adapted from the draft document, SPD User's Guide, Request for Bids, Textbooks and Reading Materials (September 2017). The annex is from a consultant report to the World Bank (2016).

OPTION 1

Methodology = lowest evaluated price of conforming Bid

- *When publishing and manufacturing are contracted under a single contract, or manufacturing is contracted separately, quality should not be evaluated.*

OPTION 2

Methodology = best evaluated Bid

Purchase of best evaluated off-the-shelf textbooks

The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid:

- (a) is substantially responsive, and
- (b) is the best evaluated Bid (i.e., where technical/quality and price have rated scores, it is the Bid with the highest combined technical/quality/price score).

Note: The supply of production inputs and distribution services should be evaluated on the basis of price only, without taking quality into account cost, in accordance with ITB 14.8 and ITB 34.6.

OPTION 3

Methodology = best evaluated Bid

Development of new textbooks (i.e., manuscript, publishing, and manufacturing)

The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid:

- (a) is substantially responsive, and
- (b) is the best evaluated Bid (i.e., where technical/quality and price have rated scores, it is the Bid with the highest combined technical/quality/price score).

OPTION 1**Evaluation steps**

- ITB 14.8 (p. 14) requires breakdown of total bid price: basic cost, taxes and duties, transportation, other costs.
- ITB 34.6 (p. 26) excludes taxes and duties in the evaluation of price.
- OPTION 1 is also applicable to book printing (manufacturing). The technical specifications for manufacturing should be listed in Sec. VII - Schedule of Requirements (pp. 81-88).

OPTION 2 & 3**Evaluation steps**

0. Confirm policy levers: (i) threshold score for quality; and (ii) weight for price – see subsection 2.3, below.
1. Identify all responsive bids: documentation complete, securities valid.
2. Identify two or three bids with lowest-evaluated costs. Check the bids for adjustments in delivery schedule, payment schedule, and other items affecting the final price, listed in subsection 2.2, below.
3. Carry out quality evaluation of the above bids, following the procedure set out in ITB 34 and applying the evaluation criteria set out in subsection 2.1, below.
4. Apply the quality-price formula set out in subsection 2.3 to the three bids, to determine the highest scoring bid.
5. Following ITB 37 (pp. 27-28), the highest scoring bidder's qualification should be verified as instructed in section 5, below.

OPTION 3

Methodology = best evaluated Bid

Notes:

- *The Purchaser's evaluation of textbooks will take into account both quality and cost factors.*
- *When Manuscript, Publishing and Manufacturing are contracted under a single contract, the evaluation of quality factors shall only apply to Manuscript.*
- *The supply of production inputs and distribution services should be evaluated on the basis of price only, without taking quality into account.*

OPTION 2 & 3**Evaluation steps**

Definitions

Manuscript: writing or authorship, revision, adaptation of content.

Publishing (sometimes called production inputs): editing, proofreading, book design, typesetting, illustration, graphics, page-making, review of page proofs, electronic file storage.

Manufacturing: paper, printing, binding, finishing, packaging.

ITB 33 (p. 25): Unless otherwise specified in the BDS, a margin of preference shall not apply.

However, through agreement with the Bank, a margin of preference can be applied for books manufactured locally. The margin of preference must be clearly stated in the BDS and applied following instructions set out in ITB 33. The nationality of the manufacturer or supplier is not a condition of eligibility for domestic preference.

EXW: Ex works or basic, factory price. One of 11 Incoterms, internationally recognized rules defining duties and responsibilities of buyers and sellers.

1. Margin of Preference (ITB 33)

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

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

(a) **Group A:** Bids offering goods manufactured in the Purchaser's Country, for which (i) labor, raw materials, and components from within the Purchaser's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Bid submission.

(c) **Group B:** All other Bids offering Goods manufactured in the Purchaser's Country.

(d) **Group C:** Bids offering Goods manufactured outside the Purchaser's Country that have been already imported or that will be imported.

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

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

Bids in each group will then be compared to determine the lowest cost Bid in that group. The lowest cost Bid from each group shall then be compared with each other and, if as a result of this comparison a Bid from Group A or Group B is the Most Advantageous Bid, it shall be selected for the award, if the Bidder is qualified.

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

CIP: Incoterm for Carriage and Insurance Paid to a named place of destination.

2. Evaluation of Quality and Cost (ITB 34)

Without prejudice to the provisions of ITB 34, the Purchaser's evaluation of manuscripts will take into account both quality and cost factors as indicated in (a) and (b) below *[in accordance with the Options presented in the Note to User.]*

(a) Quality Evaluation Factors

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

(b) Cost Evaluation Factors

- (i) Deviations in the delivery schedule offered in the Bid with respect to that specified in the bidding document; and
- (ii) Deviations in payment schedule from that specified in the Special Conditions of Contract.

ITB 34 (pp. 25-27) provides instructions on evaluating bids: correcting arithmetical errors, exclusion of taxes and duties in the evaluation, adjustments during contract execution, etc.

These quality evaluation factors are not definitive. Depending on the educational need or purpose, they should be adopted or discarded. For example, Pedagogical Method (factor iv) and Teacher Support (factor v) may not be apparent and could be difficult to evaluate in a textbook but are critical in evaluating an accompanying teacher's guide.

SPD Sec. VIII – General Conditions of Contract (GCC, pp. 93-111) contain general clauses and are not modifiable. Where necessary for a specific contract, certain clauses are modified or supplemented in Sec. IX – Special Conditions of Contract (SCC, pp. 113-19).

2.1 Quality evaluation

The factors indicated in 2. (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

Criteria/Factor	Maximum Points
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 extent of 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 usefulness of the exercises, tasks and evaluation and testing materials	10-40
5. Teacher Support (Teacher's Guide) Appropriateness of the Teacher's Guide in providing good guidance to the curriculum; helping with lesson planning; giving notes on each individual lesson; helping with devising project work, homework, testing and evaluations	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 fonts 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

Evaluating the educational value of a book, especially a textbook, will require identifying, recruiting, and training evaluators. Effective evaluators include curriculum specialists, experienced classroom teachers, school leaders, and writers of children's literature.

The point values quantify each qualitative evaluation factor. The total number of points will show differences among bids.

The Annex to this note provides sample questionnaires showing how to quantify evaluations to differentiate bids, including:

1. Not evaluating technical specifications (see below);
2. Quantifying all evaluation criteria and items under each criterion;
3. Selecting criteria most relevant to education objectives;
4. Assigning greater weight to more important criteria;
5. Assigning greater weight to more important items under each criterion;
6. Evaluating the teacher guide separately.

Physical characteristics (e.g., type of paper, printing process, binding method, supplementary finishes) should not be included for evaluation. These are technical manufacturing specifications that are set as requirements in Sec. VII - Schedule of Quantities (pp. 81-88).

2.2 Evaluation of Cost

The criteria indicated in 2. (b) above shall be evaluated as follows:

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

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

(b) Deviation in payment schedule [insert one of the following]

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

or

(i) The SCC stipulates the payment schedule specified by the Purchaser. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in the SCC, at the rate per annum : _____ **[Insert adjustment rate]**

(c) Specific additional criteria

[Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in BDS 34.6]

[If specific **sustainable procurement technical requirements** have been specified in Section VII-Specification, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) or otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Bid Prices for comparison purposes on account of Bids that exceed the specified minimum sustainable procurement technical requirements.]

2.3 The Evaluated Bid Score Formula

An evaluated Bid Score (Bi) 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 using rated criteria.

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

Where

C_i = Evaluated Bid Price

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

T_i = the total Technical Points awarded to the Bid

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

In this formula, the value of X is a policy lever. Assigning a heavier weight to price will yield bids offering cheaper book prices – but possibly not better educational quality. Assigning less weight to price (i.e., more to quality) could yield books of higher educational value – but also higher prices.

The Bid with the highest evaluated score (B) among responsive Bids shall be termed the Most Advantageous Bid.

Technical/Quality evaluation

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

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

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

Typical Ratings for each Quality Grade

Quality Grade	Rating
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 Points ($M_i \times R_i$)
n = 1			
n = 2			
n = 3			
n = 4			
n = 5			
n = 6			
n = 7			
n = 8			
	$\sum M_i = 100$ points		$T = \sum_{i=1}^N M_i \times R_i$

N = the number of categories

M_i = Maximum points of each category

R_i = Rating for each category

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

Note:

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

3. Multiple Contracts (ITB 34.4)

If in accordance with ITB 1.1, Bids are invited for individual lots or for any combination of lots, the contract will be awarded to the Bidder or Bidders offering a substantially responsive Bid(s) and the lowest evaluated cost to the Purchaser for combined lots, after considering all possible combination of lots, subject to the selected Bidder(s) meeting the required qualification criteria (this Section III, Sub-Section ITB 37 Qualification Requirements) for a lot or combination of lots as the case may be.

In determining the selected Bidder(s) for combined lots, the Purchaser shall apply the following steps in sequence:

- (a) evaluate individual lots to determine the substantially responsive Bids and corresponding evaluated costs;
- (b) for each lot, rank the substantially responsive Bids starting from the lowest evaluated cost for the lot;
- (c) apply to the evaluated costs listed in (b) above, any applicable discounts/price reductions offered by a Bidder (s) for the award of multiple contracts based on the discounts and the methodology for their application offered by the respective Bidder; and
- (d) determine contract award on the basis of the Most Advantageous Bid for the combination of lots as specified in BDS 34.4.

4. Alternative Bids (ITB 13.1)

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

[insert one of the following]

The minimum quality score is a policy lever. It may be set higher or lower depending on the educational purpose of the procurement.

Where SBO is official policy, only one textbook is selected for use in all schools. Under MBO, two or more textbooks may be selected for use in schools.

ITB 34.4 (p. 26): The methodology to determine the lowest evaluated cost should be set out in this Sec. III.

ITB 1.1 (p. 6) states that the Purchaser (government) is issuing this bidding document.

ITB 37.1-3 (pp. 27-28) instructs the Purchaser to check the experience and the technical and financial capacity of the bidder who offered the lowest evaluated cost.

Typo: BDS should read ITB 34.4.

ITB 13.1 (p. 13): Alternative bids are not allowed, except when provided for in the BDS.

“ A Bidder may submit an alternative Bid only with a Bid for the base case. The Purchaser shall only consider the alternative Bids offered by the Bidder whose Bid for the base case was determined to be the Most Advantageous Bid. ”

[or]

“ A Bidder may submit an alternative Bid with or without a Bid for the base case. The Purchaser shall consider Bids offered for alternatives as specified in the Technical Specifications of Section VII, Schedule of Requirements. All Bids received, for the base case, as well as alternative Bids meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITB 34. ”

5. Qualification (ITB 37)

After determining the selected Bid in accordance with ITB 35.1, the Purchaser shall carry out the qualification of the Bidder in accordance with ITB 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) General and Specific Experience

The Bidder shall furnish documentary evidence to demonstrate that it meets the experience requirements specified in the Qualification Matrix shown below

(b) Financial Capability

The Bidder shall furnish documentary evidence that it meets the financial requirements specified in the Qualification Matrix shown below.

(c) Production Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the Production Capacity requirements specified in the Qualification Matrix shown below.

ITB 34.1-6 (pp. 25-26) provides the list of actions for evaluating bids.

ITB 35.1 (p. 27): In comparing bids, use EXW pricing for locally manufactured goods, CIP for imported goods; exclude taxes and duties. ITB 37.1-3 (pp. 27-28): Checking the lowest evaluated bidder's qualifications is a pre-requisite for contract award. If the check is negative, the bid is eliminated; the second lowest evaluated bidder's qualification should be checked next.

Qualification 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 document.</p> <p>Contract skills in the following areas: project management, author commissioning, and publishing, specifically the following (depending on the exact nature of the contracts, not all of these may be required):</p> <ul style="list-style-type: none"> • Authorship identification, development, and management • Text and art editing • Page design and layout • Text setting and artwork origination • Commissioning illustrations • Financial management • Procurement of materials for book manufacture • Procurement of book manufacture • Publishing management • Distribution management • Promotion 	Successfully completed a minimum of two contracts similar in size and scope.
Financial Information	Audited financial accounts for at least two complete fiscal years Cash flow availability for US\$__million.	Audited financial accounts for at least two complete fiscal years that demonstrate the soundness of its financial position and that it has the financial resources to perform the proposed contract. It must demonstrate available cash flow arrangements for US\$__million.	Audited financial accounts for at least two complete fiscal years, demonstrating the soundness of its financial position and that it has the financial resources to perform the proposed contract. It must demonstrate available cash flow arrangements for US\$__million.
Production Capacity	The annual production required should be at least 2.5 times the value of the contract during the last three years. Premises equipped to acceptable standards to perform required function.	The annual production required should be at least 2.5 times the value of the contract during the last three years. Premises equipped to acceptable standards to perform the required functions.	The annual production required should be at least 2.5 times the value of the contract during the last three years. It must have available the following facilities and the appropriate skilled staff to operate them:



Qualification Matrix

	Consolidators	Publishing	Manufacturing
			<ul style="list-style-type: none"> • Camera • Platemaking • Sheet-fed or web-fed offset printing machinery capable of printing in one color or multiple colors, depending on the contract requirements • Finishing and binding • Packing • Delivery • Warehousing and distribution (depending on the contract requirements)
			<p>If required in BDS, the Bidder must submit (i) a list of its major plants and equipment showing (for each machine) the manufacturer, the model, the maximum and minimum sizes it can handle, the age, and the average output; and (ii) a list of its staff showing their skills and their years of experience.</p>

QUANTIFYING QUALITY

This technical annex is intended for use by World Bank education teams preparing to procure textbooks and other teaching and learning materials. The recommendations are not meant to be prescriptive; they are indicative approaches to developing evaluation statements, with an accompanying guide to scoring (rubrics) for each of the criteria or quality factors in the Bank's Standard Procurement Document (SPD) Request for Bids – Textbooks and Reading Materials.

This annex provides guidance on developing selection criteria. Technical matters relating to publishing and printing may require specialist advice. Procurement recommendations involving the use of Bank funds should always be cleared with the education team's Procurement Specialist.

Assigning Values to Evaluation Criteria

Below are suggestions on operationalizing the quality evaluation factors listed in the SPD.

1. Physical characteristics are not to be evaluated. In education ministries, personnel are typically not qualified to judge the technical quality of paper, printing, binding, or packaging. The specifications for those requirements should be determined with appropriate technical assistance. Those specifications are set out in SPD Sec. VII – Schedule of Requirements. The subject of the evaluation of quality is the educational value of the book.

2. Select the criteria or factors most relevant to your education objectives. As noted in sub-sec. 2.3, not all the criteria and point values given in the SPD may be appropriate for all textbooks or reading materials. Note, for example, significant differences in the following:

- All of the criteria or factors listed in the SPD may be needed to evaluate a textbook and its accompanying teacher guide effectively. However, if non-textbook materials are to be evaluated, it is possible that only some of the criteria (or completely different criteria) may be needed.
- For a reading book, content, language, design, and illustration may be more important than conformity to curriculum, pedagogical method, or teacher support.
- For example, a science textbook requiring naturalistic drawings and true-to-life pictures of laboratory set-ups should be evaluated rigorously for realism and accuracy. But a supplementary reader may be considered more effective if the pages feature fanciful drawings to stimulate a young fiction reader's imagination.
- Criteria may also be subject-specific.

⁶ From the consultant's technical note prepared December 20, 2016 for the World Bank. Materials selected from bidding documents of borrowing countries have been modified to suit the purposes of this note. Address comments and queries to <alfonsodeguzman@yahoo.com>.

3. Assign greater value to criteria or factors you consider important. In the example below, textbook content and instructional approach (pedagogy) have been considered important and assigned maximum points of 20 and 30, respectively. Compliance with the curriculum, the appropriateness of language used in the book, the teacher guide as well as book design and illustration are considered relatively less important and given equal weight of 10 points each. (All examples given in this Annex assume the point values set out in the table on the following page.)

Criterion / Factor	Maximum Points
1. Conformity to curriculum	10
2. Content	20
3. Level of language	10
4. Pedagogical method	30
5. Teacher support (Teacher Guide)	10
6. Presentation and design	10
7. Illustration	10
Total Maximum Points	100

4. The SPD assigns quality grades and their corresponding % rating as follows:

Quality Grade	Rating (%)
Deficient (D)	40
Satisfactory (S)	65
Good (G)	85
Very Good (VG)	100

5. Quantify, quantify, quantify. All of the criteria and quality factors in the SPD are by their nature qualitative characteristics of a good textbook or other reading material. To make an evaluation criterion more discriminatory—that is, able to show differences among competing offers or bids—it is necessary to break down a qualitative criterion into component parts. In the example below (Factor 1), curriculum compliance is quantified by counting the number of required learning competencies that the evaluated textbook covers. For greater discrimination, the competencies covered in the textbook are counted for each unit of the official syllabus. Quantification may also be done by tallying a textbook’s coverage of curriculum objectives, provision of suggested activities, or other objectively verifiable curriculum standard.

Quality Factor 1: Conformity to curriculum – 10 points

Items to be Evaluated	Yes	Evaluator’s Notes*	Score
Mathematics 9 Textbook	10/10	All 10 Minimum Learning	10.0

Items to be Evaluated	Yes	Evaluator’s Notes*	Score
Unit I - Number Systems (10 MLCs)	10/10 (100%)	All 10 Minimum Learning Competencies (MLCs) prescribed for this unit fully covered.	
Unit II – Equations (13 MLCs)	12/13 (92%)	1 MLC missed: Solution of simultaneous equations.	9.2
Unit III – Sets (10 MLCs)	10/13 (77%)	3 MLCs missed: (i) Equal, equivalent sets; (ii) Union, intersection; (iii) Cartesian product of two sets.	7.7

Items to be Evaluated	Yes	Evaluator's Notes*	Score
Unit IV – Functions (13 MLCs)	13/13 (100%)	All 13 MLCs for this unit covered.	10.0
Unit V - Geometry & Measurements (13 MLCs)	9/13 (69%)	4 MLCs missed:(i) Regular polygons; (ii) Area of polygon; (iii) Similar plane, similar solid figures; (iv) Ratios of right-angled triangles.	6.9
Unit VI – Probabilities (17 MLCs)	16/17 (94%)	1 missed MLC: Determining probability of an event from a repeated experiment	9.4
Rating	70/79 (89%)	Average score	8.9
Quality Grade: Very Good – VG		Total score for Quality Factor 1	9

*Evaluator should maintain detailed and complete evaluation record, for future review.

6. Assign greater value to questions or items you consider important. Some of the characteristics describing a criterion or quality factor may be more important and should weigh heavier than others. This can be represented by assigning more points to the question or item describing the weightier characteristic. It can further be discriminated by providing different weights to levels of consistency with the question or item. In the example below (Factor 2), the sufficiency of textbook content for an academic year, its organization consistent with the school calendar, and the absence of errors are given more weight than other characteristics of content (linkages with other subject areas, opportunities to develop the student's affective sensitivities). Note that even for the weightier items, differing point values are provided, to further discriminate between answers (and, when summarized, possibly between competing bids).

Quality Factor 2: Content – 20 points			
Questions	Yes/No	Evaluator's Scoring Guide*	Score
1. Is there enough subject content for about 150 days of the school year? (4 points)	Yes	4 points: 140-150 days of content 2 130-140 days of content 0 Less than 130 days of content	4
2. Is the content organized into learning units, consistent with the school calendar? (4 points)	Yes	4 points: content in units, following school calendar 2 content in units but not following school calendar 0 content not in units	4
3. Are there serious errors in the book—conceptual, factual, grammatical, typographical, computational? (4 points)	Yes	4 points: no serious errors 2 some errors, moderately serious 0 many errors	2
4. Are there linkages to lateral subjects: quantitative exercises (mathematics), personal cleanliness (health), care for the environment (science), respect for elders (social studies)? (2 points)	Yes	2 points: many references to related knowledge and skills in other subjects 0 some references but linkages vague or weak; no lateral linkage observed	2

Questions	Yes/No	Evaluator's Scoring Guide*	Score
5. Does the book promote positive values—love of country, hard work, obedience to law, respect for others? (2 points)	Yes	2 points: book promotes positive values 0 some positive values promoted, but insufficient	2
6. Does the book reflect the cultural, religious, and economic diversity of the school community?(2 points)	No	2 points: book reflects diversity throughout 0 insufficient diversity reflected	0
7. In words and pictures, does the book treat gender roles and occupations in a balanced way? (2 points)	Yes	2 points: gender balance evident throughout book 0 insufficient gender balance	2
Rating	16/20 (80%)		
Quality Grade: Satisfactory – S		Total score for Quality Factor 2	16

8. Point values can be varied to show certain topics are relatively more important than others. In the example below (Factor 3), vocabulary, formatting and font in a language textbook is given more weight than sentence complexity, grammar, or spelling.

Quality Factor 3: Level of language – 10 points

Questions	Yes/No	Evaluator's Notes*	Score
1. Is the vocabulary appropriate to the grade level? (4 points)	Yes	Reading lessons start with short exercise to unlock the meaning of new words to be introduced in the reading selection.	4
2. Are the length and complexity of sentences at the reading level of the grade? (3 points)	Yes	Short, simple sentences Units I and II, some compound sentences Unit III, complex sentences only in Unit IV.	3 0 1
3. Are there grammatical errors in the textbook? (2 points)	Yes	Errors: subject-verb agreement (p.64), vague antecedent (p.72), run-on sentences (pp.80, 96).	8
4. Are there spelling errors in the textbook? (1 point)	No	Oxford English spelling of words consistently followed throughout.	
Rating	4/5 (80%)		
Quality Grade: Satisfactory – S		Total score for Quality Factor 3	

*Evaluator should maintain detailed and complete evaluation record, for future review.

5. In the example below (Factor 4), point values within formatting and font questions discriminate degrees of conformity with the norm implicit in each question.

Quality Factor 4: Pedagogical method – 30 points

Questions	Yes/No	Evaluator's Notes*	Score
1. Are the learning objectives in the textbook units presented in sequence from simple to complex, or from observable to abstract? (5 points)	Yes	5 Learning objectives sequenced in many units 3 Learning objectives sequenced in some units 0 Learning objectives not sequenced in any unit	5
2. Are introductions, summaries, reviews, or other devices included to facilitate progression from one learning topic to the next? (5 points)	Yes	5 points: Learning devices included in many lessons 3 Learning devices included in some lessons 0 Learning devices not included in any lesson	5
3. Are teaching strategies suggested to address the varying learning capacities of students? (5 points)	Yes	5 points: Teaching strategies suggested for many lessons 3 Teaching strategies suggested in note to teacher at the beginning of the book 0 No teaching strategies suggested	5
4. Is the development of higher cognitive skills, for example, creativity, critical thinking, problem-solving, learning by doing, promoted in the textbook? (5 points)	Yes	5 points: Higher-level skills development promoted in many parts of the textbook 3 Higher-level skills development promoted in some parts of the textbook 0 Higher-level skills development not promoted in the textbook	5
5. Are there exercises or suggested activities in the textbook to reinforce the student's newly acquired knowledge or skills? (5 points)	Yes	5 points: Reinforcement activities found in many parts of the textbook 3 Reinforcement activities found in some parts of the textbook 0 No reinforcement activities in the textbook	5
6. Are there evaluation exercises to help the teacher assess the learning progress of students? (5 points)	Yes	5 points: Adequate number of evaluation exercises in the textbook 3 Inadequate number evaluation exercises in the textbook 0 No evaluation exercises in the textbook	3
	28/30 (93%)		
Quality Grade: Very Good - VG		Total score for Factor 4	28

*Evaluator should maintain detailed and complete evaluation record, for future review.

6. Don't forget the accompanying teacher guide. Teacher material is usually offered in a form of a stand-alone teacher guide, with content keyed to corresponding content in the textbook. Teacher material may also be offered as a teacher edition, usually a larger book that reproduces the textbook pages and provides text and illustrations and diagrams for teachers as marginalia or separate pages. Sample questions for evaluating the teacher guide (Factor 5) are provided below.

Quality Factor 5: Teacher support – 10 points

Questions	Yes/No	Evaluator's Scoring Guide*	Score
1. Does the material in the TG correspond with the content in the textbook? (1 point)	Yes	1 Yes 0 No	1
2. Do the lessons in the TG have specific, attainable, measurable learning objectives? (1 point)	Yes	1 Yes 0 No	1
3. Do the lessons promote activity-based teaching methods? (1 point)	Yes	1 Yes 0 No	1
4. Are the teaching methods, learning activities, evaluation measures compatible with learning objectives? (1 point)	Yes	1 Yes 0 No	1
5. Does the TG provide review activities for teacher use? (1 point)	Yes	1 Yes 0 No	1
6. Does the provide alternative teaching approaches, additional or enrichment materials? (1 point)	No	1 Yes 0 No	1
7. Is the time allocation per lesson consistent with that of the syllabus? (1 point)	Yes	1 Yes 0 No	0
8. Are tests and other assessment methods included In the TG?	Yes	1 Yes 0 No	2
9. Are there additional activities for the gifted, alternate activities for slow learners? (1 point)	No	1 Yes 0 No	0
10. Does the TG include bibliographic references, Internet websites, similar resources? (1 point)	Yes	1 Yes 0 No	1
Rating	8/10		
Quality Grade: Satisfactory – S		Total score for Quality Factor 5	8

*Evaluator should maintain detailed and complete evaluation record, for future review.

7. Design and illustration must support learning. The design of the book is its visual organization. Design is what makes the words on the page legible (can easily be recognized by the student), which in turn makes the words readable (can be understood by the student). Design also creates a balance between words and pictures on the page and makes content flow from topic to learning topic.

Quality Factor 6: Presentation and design – 10 points

Questions	Yes/No	Evaluator's Scoring Guide*	Score
1. The book size (dimensions in length and width) is appropriate for the target student's age. (2 points)	N.A.	The book is: 2 points: Easy to handle for the student. 1 Somewhat large for the student's age. 0 Too small for students to handle easily.	2
2. The units and lessons in the book are easily recognizable (2 points)	N.A.	The book page: 2 points: Looks well organized. 1 Looks organized but is crowded. 0 Looks crowded and disorganized.	2
3. Instructional elements like exercises, summaries, reviews, tests, homework are distinct and easily recognizable. (2 points)	N.A.	2 points: All instructional elements are distinct and recognizable. 1 Some elements are recognizable, but not all. 0 Instructional elements are mixed with text and not recognizable at all.	2
4. The size of type (printed letters) is readable by the student age group. (2 points)	N.A.	2 points: The type used for letters is very readable. 1 The type is generally readable, but some labels and captions are too small to read. 0 The types are all mixed up, making the reading confusing for the student.	2
5. Color is used to enhance the student's learning experience. (2 points)	N.A.	2 points: Color focuses the student's attention to the words and pictures of the lesson. 1 Color is attractive but only decorative and not related to the lesson. 0 Color distracts the student from focusing on the content to be learned.	2
	10/10 (100%)		
Quality Grade: Very Good - VG			10

*Evaluator should maintain detailed and complete evaluation records, for future review.

7. Illustration is a visual complement to design. Pictures, drawings, graphs, and diagrams clarify what the printed words convey. They also portray positive values.

Quality Factor 7: Illustration – 10 points

Questions	Yes/No	Evaluator's Scoring Guide*	Score
1. Do the illustrations clarify the content to be learned? (2 points)	Yes	2 points: The illustrations are clear and attractive. 0 Some illustrations are confusing.	2
2. Do the drawings directly support the content of the page? (2 points)	Yes	2 points: The drawings are about the content of the page. 0 Some drawings look like they only decorate or fill the page.	2

Questions	Yes/No	Evaluator's Scoring Guide*	Score
3. Do the graphic symbols lead the student to their intended instructional elements like exercises, summaries, reviews, tests, homework? (2 points)	Yes	2 points: Graphic symbols are easily associated with instructional elements they represent: exercises, etc. 0 Graphic symbols clutter the page.	2
4. Are young people drawn in a way that they look like the target students in physical stature, age, and dress? (2 points)	Yes	2 points: Young people are portrayed exactly like the students using this book. 0 Young people in the book do not look at all like the students using this book.	2
5. Does the art in the book present positive values like personal cleanliness, respect for elders, care of surroundings? (2 points)	Yes	2 points: Ethics and values are amply illustrated throughout the book. 0 Few positive values are portrayed in the illustrations.	2
	10/10 (100%)		
Quality Grade: Very Good - VG		Total score for Factor 7	10

*Evaluator should maintain detailed and complete evaluation records, for future review.

8. Summary: The Point System. The table below illustrates the calculation of the final score, from each of the tables on quality factors "evaluated" above:

Criteria/Factor (i from 1 to n)	Maximum Points M_i	Rating (D, S, G, VG) 40% - 100% (R_i)	Technical Points ($M_i \times R_i$)
1 Curriculum	10	89%	9
2 Content	20	80%	16
3 Language	10	80%	8
4 Pedagogy	30	93%	28
5 Teacher support	10	80%	8
6 Design	10	100%	10
7 Illustration	10	100%	10
	100	89%	89
	$\sum M_i = 100$ points		$T = \sum_{i=1}^n M_i \times R_i$

Note: To pass quality evaluation and be considered technically responsive, a textbook or other reading material in a bid must score a minimum of 65 points.

USING THE BIDDING DOCUMENT FOR BOOKS

SEC IV.

BIDDING FORMS



This section of the bidding document contain the mandatory forms to be completed by bidders for: (i) bid and bidder information, (ii) price schedules, (iii) bid securities, and (iv) copyright authorization. Samples of the forms are in Appendix 1 of these notes. The bidding forms are also accessible by accessing the bidding document on this link: <https://documents1.worldbank.org/curated/fr/545511552645174616/pdf/135305-WP-PUBLIC-RequestforBidsPlant.pdf>

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Price Schedule: Textbooks Manufactured Outside the Purchaser's Country, already imported	61
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Form of Bid Security – Bank Guarantee	65
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Note: The links to the bidding forms are to facsimiles in Appendix 1, below, reproduced from the bidding document.

SEC V.

ELIGIBLE COUNTRIES

This section contains the requirements to ensure that procurements financed by the Bank are from individuals, firms, and countries that the Bank recognizes for participation in such procurements. The provisions are reproduced below in their entirety, as they appear in the bidding document.

The list of ineligible firms and individuals, updated every three hours, is on the Bank's [website](#).

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

In reference to ITB 4.8 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or indicate "none"]*.

Under ITB 4.8 (b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or indicate "none"]*

USING THE BIDDING DOCUMENTS FOR BOOKS

SEC VI.

FRAUD AND CORRUPTION

The complete text from the bidding document is reproduced below. The section is an integral part of the bidding document, and subsequently of the contract, for any Bank-financed procurement. It presented here for reference and compliance. The complete text of the bidding document is accessible by [hypertext](#).

Note: The Appendix on Fraud and Corruption in Sec. VIII - General Conditions of Contract (GCC) contains this section in its entirety.

Section VI – Fraud and Corruption (Section VI shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁷ (ii) to be a nominated⁸ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents

⁷ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁸ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.



personnel, permit the Bank to inspect⁹ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

⁹ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

SEC VII.

SCHEDULE OF REQUIREMENTS

Notes for Preparing the Schedule of Requirements

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

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 42.1.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the Incoterms rules (i.e., CIP term—implies that “delivery” takes place when goods are delivered to the carriers), and (b) the date prescribed herein from which the Purchaser’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

Sec. IV – Bidding Forms

ITB 42.1 (p. 29): Purchaser may increase or decrease quantities within percentages set in the Bid Data Sheet (Sec. II), without changes in unit price or other terms.

CIP: Incoterm for Carriage and Insurance Paid to a named place of destination.

¹⁰ This note reproduces the text from the Bank’s bidding document on the left side of the page. Corresponding text in highlight or in shaded boxes provides further information and guidance. Some content has been adapted from the draft document, SPD User’s Guide, Request for Bids, Textbooks and Reading Materials (September 1, 2017). The annex is adapted from the consultant’s presentation on technical specifications in 2017.

3. Technical Specifications

The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The Purchaser shall prepare the detailed TS, taking into account that:

See samples of technical specifications in the annex to this note.

Printers in some countries are equipped to print on paper in United States standard sizes. See equivalent US standard book formats (dimensions in inches) in the annex to this note.

See also the Guidance Note on Producing Reading Books and additional technical guidance from the Read@Home team.

- 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 goods and materials to be incorporated in the goods 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 goods 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 goods.
- Standards for equipment, materials, and workmanship specified in the bidding document 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.
- 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 Goods.
 - (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.
- Any sustainable procurement requirements shall be clearly specified. Please refer to the Bank’s Procurement Regulations for Borrowers and sustainable procurement guidance notes/tool kit for further information. [insert url] To encourage Bidders’ innovation in addressing sustainable procurement requirements, Bidders may be invited to offer Goods that exceeds the specified minimum sustainable procurement requirements.

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. [If a summary of the Technical Specifications (TS) has to be provided, the Purchaser shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]

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

Item No	Name of Goods or Related Service	Technical Specifications and Standards

Detailed Technical Specifications and Standards [whenever necessary].

USING THE BIDDING DOCUMENTS FOR BOOKS¹¹

SEC VIII.

GENERAL CONDITIONS OF CONTRACT

The GCC section of the bidding document contains mandatory clauses to be applied in the contract, and the text of the clauses is not subject to change. The following Section IX – Special Conditions of Contract (SCC) provides the fields for entering modifications or exceptions allowed in the GCC.

Only the subsection headings of GCC are reproduced on the left column of this note. The complete texts of the subsections are on pp. 93-111 of the bidding document, accessible by this link: <https://search.yahoo.com/search?fr=jnazafzv&type=E111US714G0&p=Request%20for%20Bids%202017%20Textbooks%20World%20Bank>

Subsections for which no modification is allowed are marked “none” on the right column. For subsections in which some modification is allowed, brief instructions are provided on the right column. In the SCC part of this note, additional guidance is provided on selected GCC subsections as well as on related issues in the procurement of books.

Subsection of Sec. VIII (GCC)	Allowed modification to be entered in Sec. IX (SCC)
3. Definitions (i) “Purchaser’s Country” (j) “Purchaser” (o) “The Project Site”	Enter information for (i), (j), and (o).
2. Contract Documents	[None]
3. Fraud and Corruption	[None] Note Bank guidelines in Appendix to GCC.
4. Interpretations (a) Meaning of trade terms (b) Version of Incoterms	Use Incoterms or identify other international trade terms. Insert date of current edition of Incoterms.
5. Language	Insert name of language.
6. Joint Venture	[None]
7. Eligibility	[None]
8. Notices	Insert Purchaser’s mailing address, contact addresses.
9. Governing Law	Law in Purchaser’s country. If a different country is selected as governing law, that country must be specified.
10. Settlement of Disputes	For arbitration, specify rules of procedure.
11. Inspections and Audit by the Bank	[None]
12. Scope of Supply	[None]
13. Delivery and Documents	Require Supplier to provide details of shipping documents.

¹¹ This note reproduces headings or complete texts from Standard Procurement Document, Request for Bids, Textbooks and Reading Materials (Washington, DC: The World Bank, 2017) on the left side of the page. Corresponding text on the right side provides information and instructions.

Subsection of Sec. VIII (GCC)	Allowed modification to be entered in Sec. IX (SCC)
14. Supplier's Responsibilities	[None]
15. Contract Price	For reprint, see form in Sec. IV – Bidding Forms. For price adjustment, use formula in attachment to SCC.
16. Terms of Payment	Indicate contract price, including advance payment, interest to be paid for late payments.
17. Taxes and Duties	[None]
18. Performance Security	Amount, form, and condition for release of bond.
19. Copyright	Vested in Supplier, or in specified third party.
20. Confidential Information	[None]
21. Subcontracting	[None]
22. Specifications and Standards	[None]
23. Packing and Documents	As per contract, plus any additional requirements.
24. Insurance	Fully insured, per Incoterms or as specified by Purchaser.
25. Transportation	Per Incoterms.
26. Inspections and Tests	Specify place of inspection.
27. Liquidated Damages	Specify percentage and maximum amount.
28. Warranty	12-18 months' validity, or as specified by the Purchaser.
29. Patent Indemnity	[None]
30. Limitation of Liability	[None]
31. Change in Laws and Regulations	[None]
32. Force Majeure	[None]
33. Change Orders and Contract Amendments	[None]
34. Extensions of Time	[None]
35. Termination	[None]
36. Assignment	[None]
37. Export Restriction	[None] 2/11/2021

USING THE BIDDING DOCUMENTS FOR BOOKS

SEC IX.

SPECIAL CONDITIONS OF CONTRACT

Discussed in this section are selected GCC subsections with SCC references relevant to the procurement and contracting of book publishing and printing services.

GCC 3. Fraud and Corruption

The governance risks involved in book procurement include the following:¹²

Piracy, which is the theft, reproduction, and sale of a published work by individuals or groups other than the owner of the copyright.

Collusion between government officials and bidders to prearrange the outcome of competitive bidding; or in the former's adoption of the books of the latter or for awarding contracts for book purchases or book printing by circumventing or tampering with official review processes.

Bribery by contractors who may give government officials cash or gifts in exchange for government contract awards; or for acceptance or certification of receipt of substandard goods; or for approval for payment of goods not delivered or service not performed or completed .

Fraud in the illegal sale of government property (paper, finished books); or in the use of substandard materials in book manufacturing and delivered as compliant with contract requirements; or in official approval for payment of books not ordered or not delivered; or in local officials, community or school leaders not crediting to government or school accounts discounts or rebates from publishers or booksellers; or for government purchasers receiving kickbacks for payment of overpriced book purchases or distribution services.

GCC 4. Interpretations

Incoterms (International Commercial Terms) are 11 three-letter codes predefined by the International Chamber of Commerce for use in the international procurement and transporting of goods (<https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-2020/>). The codes define the tasks, obligations, costs, and risks of the Purchaser and of the Supplier. In the procurement of books, the most cited Incoterms 2020 are the following:

EXW

(ex works), the price of the goods available at the Supplier's premises.

FOB

(free on board), the price of the goods the Supplier has loaded on vessel.

¹² This note reproduces headings or complete texts from Standard Procurement Document, Request for Bids, Textbooks and Reading Materials (Washington, DC: The World Bank, 2017) on the left side of the page. Corresponding text on the right side provides information and instructions.

CIF

(cost, insurance, and freight), the price of the goods at the Purchaser's seaport; and

CIO

(carriage and insurance paid), the price of the goods at the place of delivery designated by the Purchaser.

The other Incoterms may also be used: FCA (free carrier); CPT (carriage paid to); DAP (delivered at place); DPU (delivered at place unloaded); DDP (delivered duty paid); FAS (free alongside ship); and CFR (cost and freight).

GCC 15. Contract Price

For buying books or book printing, the contract price is usually fixed. The price per copy may change when ordering reprints or in a reorder after the original contract has expired. See discussion of change orders, reprints, and reorders in Sec. I – Instructions to Bidders and Sec. II – Bid Data Sheet ITB 14 (Bid Prices and Discounts).

GCC 15.1 “ The prices charged for the Goods supplied and the related Services performed *[insert 'shall' or 'shall not' as appropriate]* be adjustable. ”

“ If prices are adjustable, the following method shall be used to calculate the price adjustment *[see attachment to these SCC for a sample Price Adjustment Formula]*. ”

Attachment: Price Adjustment Formula

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

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

$$P_1 = P_0 [a + b \frac{L_1}{L_0} + c \frac{M_1}{M_0}] - P_0$$

$$a + b + c = 1$$

P_1 = adjustment amount payable to the Supplier.

P_0 = Contract Price (base price).

a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.

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

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

L_0, L_1 = *labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.

M_0, M_1 = *material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The Bidder shall indicate the source of the indices, the source of the exchange rate (if applicable) and the base date indices in its Bid.

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

a = [insert value of coefficient]

b = [insert value of coefficient]

c = [insert value of coefficient]

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

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

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

A No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

B If the currency in which the Contract Price P0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall be: Z_0 / Z_1 , where,

Z_0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P0 on the Base date, and

Z_1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P0 on the Date of Adjustment.

No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

GCC 17. Taxes and Duties 2/12/2021

The Supplier is responsible for all taxes, duties, levies, and other fees. The following circumstances affecting local and international suppliers of books and printing services should be noted:

Local companies including paper merchants and printing firms may be disadvantaged in competition owing to increased costs they cover for taxes and duties on the importation of equipment and materials to be used for manufacturing the Purchaser's books, which may make their offer less competitive.

Foreign companies bidding for the same Purchaser's contract may have the advantage of having their manufactured books enter the country free of customs duty if the Purchaser's country is signatory to the Florence Agreement, the 1950 UNESCO international treaty on the importation of educational, scientific, and cultural materials.



It should be noted that applying a 15% margin of preference may have the effect of levelling the above imbalance somewhat. See Sec. I – Instructions to Bidders, ITB 33 (Margin of Preference).

It should further be noted that in many smaller low and lower middle income countries, the local industry is typically composed of commercial printers, with equipment configured to print and bind, aside from books, various other, mostly low-volume orders of the local commercial community – weekly tabloids, monthly magazines, annual reports, local fiction, even business forms. These firms may not have the equipment required for high quality, high-volume book printing, binding, packaging, and shipping that established international printers possess. If local suppliers will outsource services to international suppliers, the requirements for a Joint Venture must be met (ITB 11.2, GCC 6).

GCC 26. Inspections and Tests 2/14/2021 2/12/2021

It is essential that Purchasers inspect and test key inputs in book production as well as finished books. The two critical items for testing in book manufacturing are paper and printing-binding.

Paper. Bidding documents of Bank-financed textbook projects specify key characteristics of printing paper (grammage, opacity, brightness), cover paper (grammage, thickness), and carton (burst strength) and require bidders to submit tear sheets of printing paper accompanied by laboratory test results certified by the originating paper mill or paper merchant. It is good practice for the Purchaser: (i) to require one more submission of tear sheets and test results in mid-production; and (ii) to contract separately a paper testing or university laboratory to verify the tear sheets submitted with Seller's bid.

Printing and binding. In addition to requiring the Supplier to provide evidence of appropriate equipment, especially binding equipment, and schedules of production and delivery, it is good practice for the Purchaser to require a quality control plan. Compliance to quality control can be verified by the Purchaser's representatives on the first plant visit, when booked proofs are ready for inspection and approval, to trigger sending the notice to proceed. During this first visit, Purchasers should also verify binding equipment. On a second plant visit, binding and packing can be observed, and shipping arrangements confirmed. Purchasers should test binding to ensure that it corresponds with specifications in the bidding documents. In some cases, printing and binding will occur in different locations and even in different countries. Purchasers should plan to inspect both locations.

GCC 27. Liquidated Damages 2/14/2021 2/12/2021

Except for force majeure (GCC 32), the Purchaser may deduct a percentage, to be specified in this SCC, for every week of delay in delivering the ordered books, to a maximum sum, also to be specified in this SCC. When that maximum is reached, the Purchaser may terminate the contract (GCC 35).

There is sometimes pressure to set unrealistic contract completion or book delivery dates. This results in unrealistic schedules. The risk is greater when content writing and publishing services are included in the procurement, processes which are iterative, time-consuming, and error prone. Weather adds to the risk, especially when planned delivery in the dry season is delayed into the wet season, Suppliers acquiesce to unrealistic timelines, hoping that they can be renegotiated during contract execution. Unfortunately, this often fails or is forgotten in the flurry of production and delivery, and the missed



delivery dates are only belatedly brought up when the Supplier's claim for final payment is reviewed by government auditors against the terms of delivery stated in the contract. The imposition of damages arising from unrealistic delivery schedules dissuades suppliers from participating in future solicitations from the same government. This in turn limits competition and results in elevated prices.

GCC 33. Change Orders and Contract Amendments 2/14/2021 2/12/2021

See the note on order variations not affecting unit price, in GCC 15 (Contract Price), above. By written notice (GCC 8), the Purchaser can change specifications, packing and shipment, place of delivery, and/or services. Changes in contract cost or delivery dates will be made by the Purchaser, but the Seller can also make claims within 28 days of the receipt of a change order.

GCC 34. Extensions of Time 2/14/2021 2/12/2021

These have been suppliers' recourse after accepting purchasers' demands for unrealistic time schedules. Unfortunately, failure to request extensions of time makes the Supplier liable for damages (GCC 27). Reviewing the actual production and delivery times (and seasons) of completed contracts provides a sound basis for setting realistic contract completion times. Plant inspections can then be scheduled with confidence that both the Supplier's contract execution and the Purchaser's contract management are proceeding as scheduled.



USING THE BIDDING DOCUMENTS FOR BOOKS

SEC X.

CONTRACT FORMS

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

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Note: The links to the contract forms are to facsimiles in Appendix 2, below, reproduced from the bidding document.

APPENDIX 1

BIDDING FORMS

Letter of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

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

Note: All italicized text is to help Bidders in preparing this form.

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

RFB No.: *[insert number of RFB process]*

Request for Bid No.: *[insert identification]*

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

To: *[insert complete name of Purchaser]*

- (a) We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with ITB 4.7;
- (d) We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is: [Insert one of the options below as appropriate]
Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*;
or
Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

- (f) The discounts offered and the methodology for their application are:
- (i) The discounts offered are: [Specify in detail each discount offered.]
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- (g) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 18.1 (as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (i) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) State-owned enterprise or institution: *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

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



- (m) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) **Not bound to Accept:** We understand that you are not bound to accept the best evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

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

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

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

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

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

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules

Bidder Information Form

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

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

RFB No.: *[insert number of Bidding process]*

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

Page _____ of _____ pages

1. Bidder's Name *[insert Bidder's legal name]*
 2. In case of JV, legal name of each member : *[insert legal name of each member in JV]*
 3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
 4. Bidder's year of registration: *[insert Bidder's year of registration]*
 5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*
 6. Bidder's Authorized Representative Information
 Name: *[insert Authorized Representative's name]*
 Address: *[insert Authorized Representative's Address]*
 Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*
 Email Address: *[insert Authorized Representative's email address]*
 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*
 - Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.
 - In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.
 - In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:
 - Legal and financial autonomy
 - Operation under commercial law
 - Establishing that the Bidder is not under the supervision of the Purchaser
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Bidder's JV Members Information Form

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

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

RFB No.: *[insert number of Bidding process]*

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

Page _____ of _____ pages

1. Bidder's Name: *[insert Bidder's legal name]*
 2. Bidder's JV Member's name: *[insert JV's Member legal name]*
 3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]*
 4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*
 5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
 6. Bidder's JV Member's authorized representative information
 Name: *[insert name of JV's Member authorized representative]*
 Address: *[insert address of JV's Member authorized representative]*
 Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]*
 Email Address: *[insert email address of JV's Member authorized representative]*
 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*
 - Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.
 - In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of the Purchaser, in accordance with ITB 4.6.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Textbooks and Reading Materials and Related Services specified by the Purchaser in the Schedule of Requirements.]

Price Schedule: Textbooks Manufactured Outside the Purchaser's Country, to be Imported

(Group C Bids, goods to be imported)

Currencies in accordance with ITB 15

Date: _____

RFB No: _____

Alternative No.: _____

Page No.: _____ of _____

1	2	3	4	5	6	7	8	9
Line Item No	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP [insert place of destination] in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
[insert number of the item]	[insert name of good]	[insert country of origin of the Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert unit price CIP per unit]	[insert total CIP price per line item]	[insert the corresponding price per line item]	[insert total price of the line item]
							Total Price	

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

Price Schedule: Textbooks Manufactured Outside the Purchaser's Country, already Imported*

(Group C Bids, Goods already imported)

Date: _____

Currencies in accordance with ITB 15

RFB No.: _____

Alternative No.: _____

Page No: _____ of _____

1	2	3	4	5	6	7	8	9	10	11	12
Line Item No.	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 148 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5 - 8)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv)	Total Price per line item (Col. 9+10)
[insert number of the item]	[insert name of Goods]	[insert country of origin of the Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per unit]	[insert custom duties and taxes paid per unit]	[insert unit price net of custom duties and import taxes]	[insert price per line item net of custom duties and import taxes]	[insert price per line item for inland transportation and other services required in the Purchaser's Country]	[insert sales and other taxes payable per item if Contract is awarded]	[insert total price per line item]
										Total Bid Price	

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

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



Price and Completion Schedule – Related Services

Currencies in accordance with ITB 15

Date: _____

RFB No.: _____

Alternative No.: _____

Page No: _____ of _____

1	2	3	4	5	6	7
Service No	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
[insert number of the Service]	[insert name of Services]	[insert country of origin of the Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]
Total Bid Price						

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

Form of Bid Security – Bank Guarantee

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]
[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

IFB No.: *[Purchaser to insert reference number for the Request for Bids]*

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

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

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

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

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

(a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's Bidding document.

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

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

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

 [Signature(s)]

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

Form of Bid Security – Bid Bond

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

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called "the Principal"), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called "the Purchaser") in the sum of *[amount of Bond]* [amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the ____ day of _____, 20____, for the supply of *[name of Contract]* (hereinafter called the "Bid").

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

(a) has withdrawn its Bid during the period of Bid validity set forth in the Principal's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Principal; or

(b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Purchaser's bidding document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal's Letter of Bid or any extension thereto provided by the Principal.

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

Principal: _____

Surety: _____

Corporate Seal (where appropriate)

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

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

Form of Bid-Securing Declaration

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

Date: *[date (as day, month and year)]*

RFB No.: *[number of Bidding process]*

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

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration. We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of Bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

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

Name of the Bidder*

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

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

**Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid.

Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.

Copyright's Authorization

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

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

RFB No.: *[insert number of Bidding process]*

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

To: *[insert name of the Purchaser]*

WHEREAS

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

In accordance with Clause 28 of the General Conditions of Contract, we shall indemnify and hold harmless the Purchaser and its employees and officers against all third party claims for infringement of copyright arising from the use of the above textbook(s) or any part thereof in the Purchaser's Country.

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

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

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

APPENDIX 2

CONTRACT FORMS

Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]
[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative

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]*

[IMPORTANT: insert the date that this Notification is transmitted to all participating Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Purchaser: *[insert the name of the Purchaser]*

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFB is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFB No: *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- (a) request a debriefing in relation to the evaluation of your Bid, and/or
- (b) submit a Procurement-related Complaint in relation to the decision to award the contract.



1. The successful Bidder

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bidder]</i>
Total combined score:	<i>[insert the total combined score of the successful Bidder]</i>

2. Other Bidders [INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]

Name of Bidder	Technical Score (If applicable)	Bid price	Evaluated Bid Cost	Combined Score (if applicable)
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>

3. Reason/s why your Bid was unsuccessful [Delete if the combined score already reveals the reason]

[INSTRUCTIONS; State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Purchaser]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Purchaser]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the "Procurement Regulations for IPF Borrowers ([Procurement Regulations](#)) ([Annex III](#)).² You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "[How to make a Procurement-related Complaint](#)" provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this procurement, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).



6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification please do not hesitate to contact us.
On behalf of the Purchaser:

Signature: ~~~~~

Name: _____

Title/position: _____

Telephone: _____

Email: _____



Notification of Award - Letter of Acceptance

[letterhead paper of the Purchaser]

[date]

To: [name and address of the Supplier]

Subject: **Notification of Award Contract No.**

This is to notify you that your Bid dated **[insert date]** for execution of the
[insert name of the contract and identification number, as given in the SCC] for the
 Accepted Contract Amount of **[insert amount in numbers and words and name of currency]**,
 as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our
 Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the
 Conditions of Contract, using for that purpose the of the Performance Security Form included in
 Section X, Contract Forms, of the bidding document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement



Contract Agreement

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

THIS AGREEMENT made the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.
BETWEEN

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

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

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) *the Letter of Acceptance*
 - (b) *the Letter of Bid*
 - (c) *Special Conditions of Contract*
 - (d) *General Conditions of Contract*
 - (e) *the Specification (including Schedule of Requirements and Technical Specifications)*
 - (f) *the completed Schedules (including Price Schedules)*
 - (g) *any other document listed in GCC as forming part of the Contract*
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Performance Security Bank Guarantee

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

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

We have been informed that _ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of _ *[insert name of contract and brief description of Textbooks and Reading Materials and related Services]* (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 Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*

(*.....*) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary 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...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

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

[signature(s)]

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

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

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

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

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

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*

(_____) *[insert amount in words]*1 upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

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

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

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

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

[signature(s)]

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

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