



Price: TK. 5,000/- /USD 60 (Non-Refundable)

Procurement Documents

International Competitive Bidding (ICB) Documents Procurement of Pre-primary Teaching Package for the Academic Year-2019

**No. of Packages: 02
& No. of Lots: 06**

ICB NO: NCTB/ICB/02/25, Dated 20/02/2018

Program : Forth Primary Education Development Program (PEDP-IV)
Under The Directorate of Primary Education (DPE), Ministry of Primary & Mass Education (MOPME), Government of the Peoples Republic of Bangladesh.

Purchaser : National Curriculum & Textbook Board (NCTB)
69-70, Motijheel Commercial Area, Dhaka-1000.

Country : Bangladesh

Issued on :
Issued to: M/s.
.....

Signature, Designation, Date & Seal of Issuing Officer :

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PART 1 – Bidding Procedures

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Section I. Instructions to Bidders

A. General

1. Scope of Bid	<p>1.1 In connection with the Invitation for Bids, specified in the Bid Data Sheet (BDS), the Purchaser, as specified in the BDS, issues these Bidding Documents for the supply of Textbooks and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Competitive Bidding (ICB) procurement are specified in the BDS.</p> <p>1.2 Throughout these Bidding Documents:</p> <ul style="list-style-type: none">(a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;(b) if the context so requires, “singular” means “plural” and vice versa; and(c) “day” means calendar day.
2. Source of Funds	<p>2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified in the BDS has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified in BDS, toward the project named in BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.</p> <p>2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).</p>
3. Corrupt and Fraudulent Practices	<p>3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.</p> <p>3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case pre-qualified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.</p>

4. Eligible Bidders	<p>4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.</p> <p>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:</p> <ul style="list-style-type: none"> (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or (b) receives or has received any direct or indirect subsidy from another Bidder; or (c) has the same legal representative as another Bidder; or (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or (g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract
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4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be pre-qualified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.

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

4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.

4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services	<p>5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.</p> <p>5.2 For purposes of this Clause, the term “goods” include textbooks and reading materials, teacher’s manuals, other production inputs such as paper, manuscript, publishing and manufacturing; and publishing, manufacturing; as well as other related services such as distribution, binding and packing.</p> <p>5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed;</p> <p>or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p>
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B. Contents of Bidding Document

6. Sections of Bidding Document	<p>6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p>PART 1 Bidding Procedures</p> <ul style="list-style-type: none"> • Section I. Instructions to Bidders (ITB) • Section II. Bidding Data Sheet (BDS) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms • Section V. Eligible Countries • Section VI. Bank Policy-Corrupt and Fraudulent Practices
	<p>PART 2 Supply Requirements</p> <ul style="list-style-type: none"> • Section VII. Schedule of Requirements <p>PART 3 Contract</p> <ul style="list-style-type: none"> • Section VIII. General Conditions of Contract (GCC) • Section IX. Special Conditions of Contract (SCC) • Section X. Contract Forms
	<p>6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.</p> <p>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.</p> <p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.</p>

7. Clarification of Bidding Documents	<p>7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period specified in the BDS. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.</p>
8. Amendment of Bidding Document	<p>8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.</p> <p>8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.</p> <p>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.</p>
C. Preparation of Bids	
9. Cost of Bidding	<p>9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>

10. Language of Bid	<p>10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p>
11. Documents Comprising the Bid	<p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid in accordance with ITB 12; (b) completed schedules , in accordance with ITB 12 and 14 (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1; (d) alternative bids, if permissible, in accordance with ITB 13; (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2; (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted; (g) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid; (h) documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin; (i) documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the Bidding Documents; (j) any other document required in the BDS. <p>11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.</p> <p>11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>

12. Letter of Bid and Price Schedules	<p>12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.</p>
13. Alternative Bids	<p>13.1. Unless otherwise specified in the BDS, alternative bids shall not be considered.</p>
14. Bid Prices and Discounts	<p>14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.</p> <p>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.</p> <p>14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the bid, excluding any discounts offered.</p> <p>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.</p> <p>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS A bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.</p> <p>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.</p>

	<p>14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.</p> <p>14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:</p>
	<p>(a) For Goods manufactured in the Purchaser's Country:</p> <ul style="list-style-type: none"> (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods; (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS. <p>(b) For Goods manufactured outside the Purchaser's Country, to be imported:</p> <ul style="list-style-type: none"> (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as specified in the BDS; (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS;

	<p>(c) For Goods manufactured outside the Purchaser's Country, already imported:</p> <ul style="list-style-type: none"> (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported. (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported; (iii) the price of the Goods, obtained as the difference between (i) and (ii) above; (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS. <p>(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:</p> <ul style="list-style-type: none"> (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).
15. Currencies of Bid and Payment	<p>15.1 The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS. The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise specified in the BDS.</p> <p>15.2 The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.</p>

<p>16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services</p>	<p>16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.</p> <p>16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.</p> <p>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.</p> <p>16.4 The Bidder shall also furnish a list giving full particulars including available sources and current prices of spare parts, special tools, etc. necessary for the proper and continuing functioning of goods during the period specified in the BDS; flowing commencement of the use of the goods by the purchaser.</p> <p>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.</p>
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<p>17. Documents Establishing the Eligibility and Qualifications of the Bidder</p>	<p>17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.</p> <p>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:</p> <ul style="list-style-type: none"> (a) that, if required in the BDS, a Bidder that does not own copyright of the goods it offers to supply shall submit a Copyright Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the owner of the copyright to supply these Goods in the Purchaser's country; (b) that, if required in the BDS, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
<p>18. Period of Validity of Bids</p>	<p>18.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.</p> <p>18.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.</p> <p>18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:</p> <ul style="list-style-type: none"> (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS. (b) In the case of adjustable price contracts, no adjustment shall be made. (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security	<p>19.1. The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as specified in the BDS, in original form and, in the case of a bid security, in the amount and currency specified in the BDS.</p> <p>19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.</p> <p>19.3. If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option :</p> <ul style="list-style-type: none"> (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company); (b) an irrevocable letter of credit; (c) a cashier's or certified check; or (d) another security specified in the BDS, from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2. <p>19.4. If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.</p> <p>19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 42.</p> <p>19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.</p> <p>19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder ; or (b) if the successful Bidder fails to: <ul style="list-style-type: none"> (i) sign the Contract in accordance with ITB41; or (ii) furnish a performance security in accordance with ITB 42. <p>19.8. The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.</p>
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	<p>19.9. If a bid security is not required in the BDS, pursuant to ITB 19.1, and (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42; the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS.</p>
20. Format and Signing of Bid	<p>20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it “ORIGINAL.” Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE.” In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.</p> <p>20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.</p> <p>20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.</p>

D. Submission and Opening of Bids

21. Sealing and Marking of Bids	<p>21.1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p> <p>21.2. The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Purchaser in accordance with ITB 24.1; (c) bear the specific identification of this bidding process indicated in ITB 1.1; and (d) bear a warning not to open before the time and date for bid opening. <p>21.3. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.</p>
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22. Deadline for Submission of Bids	<p>22.1. Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.</p> <p>22.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
23. Late Bids	<p>23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
24. Withdrawal, Substitution, and Modification of Bids	<p>24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:</p> <p class="list-item-l1">(a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and</p> <p class="list-item-l1">(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.</p> <p>24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.</p> <p>24.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.</p>
25. Bid Opening	<p>25.1. The Purchaser shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline at the date, time and place specified in the BDS in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified in the BDS.</p>

	<p>25.2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.</p> <p>25.3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening in the manner specified in the BDS. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).</p> <p>25.4. The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.</p>
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E. Evaluation and Comparison of Bids	
26. Confidentiality	<p>26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders in accordance with ITB 40.</p> <p>26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.</p> <p>26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.</p>
27. Clarification of Bids	<p>27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB 31.</p> <p>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.</p>
28. Deviations, Reservations, and Omissions	<p>28.1 During the evaluation of bids, the following definitions apply:</p> <p>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;</p> <p>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and</p> <p>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents</p>

29. Determination of Responsiveness	<p>29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.</p> <p>29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) if accepted, would <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids. <p>29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.</p> <p>29.4 If a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
30. Non-conformities, Errors and Omissions	<p>30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities in the Bid.</p> <p>30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.</p>

31. Correction of Arithmetical Errors	<p>31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. <p>31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.</p>
32. Conversion to Single Currency	<p>32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified in the BDS.</p>
33. Margin of Preference	<p>33.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.</p>
34. Evaluation of Bids	<p>34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.</p> <p>34.2 To evaluate a Bid, the Purchaser shall consider the following:</p> <ul style="list-style-type: none"> (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with clause 14; (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1; (c) price adjustment due to discounts offered in accordance with ITB 14.3; (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32; (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;

	<p>34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.</p> <p>34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria</p> <p>34.5 The Purchaser's evaluation of a bid will exclude and not take into account:</p> <ul style="list-style-type: none"> (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder; (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder; (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid. <p>34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 35.2 (f).</p>
<p>35. Comparison of Bids</p>	<p>35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.</p>

36. Qualification of the Bidder	<p>36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.</p> <p>36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.</p> <p>36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.</p>
37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	<p>38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.</p>
F. Award of Contract	
38. Award Criteria	<p>38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.</p>
39. Purchaser's Right to Vary Quantities at Time of Award	<p>39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.</p>

40. Notification of Award	<p>40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding and shall publish in <i>UNDB online</i> the results identifying the bid and lot (contract) numbers and the following information:</p> <ul style="list-style-type: none"> (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded. <p>40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.</p>
41. Signing of Contract	<p>41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.</p> <p>41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.</p> <p>41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.</p>

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

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

ITB Clause Reference	A. General
ITB 1.1	The reference number of the Invitation for Bids is: <i>NCTB/ICB/02/25</i> , Date : 20/02/2018
ITB 1.1	The Purchaser is: National Curriculum and Textbook Board (NCTB) . 69-70, Motijheel C/A, Dhaka-1000, Bangladesh www.nctb.gov.bd
ITB 1.1	The name of the ICB is: Procurement of Pre-Primary Teaching Package for the AY-2019. The identification number of the ICB is: <i>NCTB/ICB/02/25</i> , Date : 20/02/2018 The number and identification of lots (contracts) comprising this ICB is: [No. of Packages 02 & No. of Lots 06 (As detailed in annexure- A)].
ITB 2.1	The Borrower is: Ministry of Primary and Mass Education (MoPME), Government of the People's Republic of Bangladesh.
ITB 2.1	Loan or Financing Agreement amount:.....USD
ITB 2.1	The name of the Program is: Forth Primary Education Development Program (PEDP – IV).
ITB 4.4	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr . http://www.cptu.gov.bd .
B. Contents of Bidding Documents	
ITB 7.1 (a)	For Clarification of bid purposes only, the Purchaser's address is: National Curriculum and Textbook Board (NCTB) . 69-70, Motijheel C/A, Dhaka-1000, Bangladesh www.nctb.gov.bd Attention: Prof. Dr. Mia Enamul Hoq Siddique Member (Textbook), NCTB Room No. 301, 2 nd Floor 69-70, Motijheel C/A, City-Dhaka-1000, Country-Bangladesh Phone: 880-2-9550805, Fax: +880-2-9565724 E-mail: Siddique.ratan@yahoo.com
ITB 7.1 (b)	Web page of the purchaser: www.nctb.gov.bd
ITB 7.1 (c)	Pre-Bid Meeting held at the NCTB's Auditorium (1 st Floor) in the following Schedule : Time-11. AM, Date-14/03/2018 Bidder should propose their written proposal to DPE and NCTB regarding the bidding documents, at least 3 (Three) working days before date of Pre- bid meeting held, Pre- bid meeting only held on the basis of bidder's written proposals.

C. Preparation of Bids	
ITB 10.1	<p>The language of the bid is: “English”</p> <p>All correspondence exchange shall be in ‘English’ language.</p> <p>Language for translation of supporting documents and printed literature is : ‘English’</p>
ITB 11.1 (j)	<p>The Bidder shall submit the following additional documents in its bid at the time of submission of bid.</p> <ol style="list-style-type: none"> 1. Original purchase receipt of bid document; 2. Audit Report including audited balance sheet or annual financial statement for the last 3 (three) years; 3. Bank certificate regarding bidders financial solvency and capability to execute the contract as per format. 4. Joint Venture Partner information, if the bid submitted by a joint venture of firms as partners. 5. Manufacturer’s authorization confirming Technical Specifications as per section-IV. 6. Signed Bid documents. 7. warranty certificate (For replacement of defective books) 8. Legal trade/companies documentations: <ul style="list-style-type: none"> (a) For local bidders: (i) Updated Trade Licence, (ii)VAT Registration & TIN Certificate. (b) For foreign bidders: Equivalents to (a), required under applicable laws. (c) For local agent-(i) Trade Licence (ii) TIN Certificate & Vat Registration Certificate (iii) Minimum 03 (three) Years Practical Supply Experience Certificate from Port of Entry to final destination of Textbooks/Books. The foreign manufacturer not eligible to participate the bid without above documents. So, they should provide all above documents of local agent along with bid and at the time of purchase of bid documents. 9. Brief description of machineries i.e no. of printing machine, auto binding machine, U.V machine, auto bundling machine, cutting machine etc. <p>* All copies of documents should be duly notarized by notary or attested by appropriate chamber of commerce or any Gazetted officer with name, designation, official seal, e-mail ID (if any) and telephone number of verifying officer. By submitting the above documents, the bidders provide consent and agrees that the purchaser shall verify the furnished documents directly from the respective original source(s)/ issuing authority (ies).</p>
ITB 13.1	Alternative Bids shall not be considered.
ITB 14.5	The prices quoted by the Bidder “ shall not ” be subject to adjustment during the performance of the Contract.
ITB 14.6	Prices quoted for each lot (contract) shall correspond at least to 100% of the items specified for each lot (contract).
ITB 14.7	The Incoterms edition is: “ INCOTERMS 2011 ”.
ITB 14.8 (b) (i) and (c) (v)	Place of Destination: Listed Zilla/Upazilla Primary Education Officer’s designated Warehouse (Attached in Section-VII, Schedule of Requirements

	Final (Project Site) Destination (project site)}
ITB 14.8 (a) (iii);(b)(ii) and (c)(v)	“Final destination (Project Site)”: <i>Listed Zilla/Upazilla Primary Education Officer’s designated warehouse</i> Attached in Section-VII, Schedule of Requirements Final Destination.
ITB 15.1	The prices shall be quoted by the Bidder in : BDT or USD. The Bidder “ is ” required to quote in the currency of the Purchaser’s Country the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 16.4	Period of time the goods are expected to be functioning (For the purpose of spare parts) : N/A
ITB 17.2	<p>(a) Manufacture’s (Paper) Authorization is: “Required” If the cover paper is imported, exporters certificates is: “Required”</p> <p>(b) Local agent is: “Required”. The foreign manufacturer not eligible to participate the bid without above documents. So, they should provide all above documents of local agent along with bid and at the time of purchase of bid documents.</p>
ITB 18.1	The bid validity period shall be 120 days after the bid submission deadline date.
ITB 19.1	<p><i>A Bid Security shall be required.</i></p> <p>The amount and currency of the bid security shall be: Bid Security is required for each lot under a package as per amounts indicated against each lot. Bidders have the option of submitting one bid security for all lots combined in a package for which bids have been submitted, however if the amount of the bid security is less than the total required amount, the purchaser will determine for which lot or lots the bid security amount shall be applied.</p>

Package No.	Lot No.	Amount of Bid Security in Local Currency (BDT)	Amount of Bid Security in Equivalent Foreign Currency (US\$)
P4 – P21	L – 101	1500000	18000
	L – 102	1420000	17300
	L – 103	1625000	20000
P4 – P22	L – 104	1350000	16500
	L – 105	1850000	22500
	L – 106	2075000	25300

ITB 19.3	Other types of acceptable securities: None
ITB 20.1	In addition to the original of the bid, the number of copies is: 01 (One)

D. Submission and Opening of Bids

ITB 22.1	<p>For bid submission purposes only, the Purchaser’s address is: National Curriculum & Textbook Board (NCTB) Attention: The Secretary 69-70, Motijheel C/ A, Floor: 4th Floor, Room-508 Dhaka-1000, Bangladesh.</p> <p>The deadline for bid submission is: Date: 05/04/2018 Time: 2:00 pm Bangladesh Standard Time (GMT + 6 hrs) Bidders “shall not” have the option of submitting their bids electronically.</p>
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ITB 25.1	The bid opening shall take place at: National Curriculum & Textbook Board 69-70, Motijheel C/ A, Floor: 1 st Floor Dhaka-1000, Bangladesh. Date: 05/04/2018 Time: 2:30 pm Bangladesh Standard Time (GMT + 6 hrs)
ITB 25.3	The Letter of Bid and Price Schedules shall be initialed by 03 (Three) representatives of the Purchaser (Bid opening committee BOC) conducting Bid opening. Procedure: Each bid shall be initialed by all members of BOC and shall be numbered, any modification of the unit or total price shall be initialed by the BOC.
E. Evaluation and Comparison of Bids	
ITB 32.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: BDT (Bangladeshi Taka) The source of exchange rate shall be: Bangladesh Bank/Sonali Bank. The date for the exchange rate shall be: Opening date of the bid.
ITB 33.1	A margin of domestic preference shall apply. The application of methodology shall be defined in Section III – Evaluation and Qualification Criteria.
ITB 34.2(a)	Evaluation will be done for lots (contract). Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced and any item not listed in the Price Schedule shall be considered as non-responsive.
ITB 34.6	1. The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (Schedule III, Evaluation and Qualification Criteria) (a) Deviation in Delivery schedule: No (b) Deviation in payment schedule: No. (c) The cost of major replacement components, mandatory spare parts, and service: No. (d) The availability in the purchasers country of spare parts and after sales service for the equipment offered in the bid: No. (e) The projected operating and maintenance cost during the life of the equipment : No. (f) The performance and productivity of the equipment offered: No.
F. Award of Contract	
ITB 39.1	The maximum percentage by which quantities may be increased is: 20% The maximum percentage by which quantities may be decreased is: 20%

Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Purchaser shall use to evaluate a bid and qualify the Bidders in accordance with ITB 34 and ITB 36, no other factors, methods or criteria shall be used.

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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.

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

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

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

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

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

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

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

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

2. Evaluation (ITB 34)

2.1. Evaluation Criteria (ITB 34.6)

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB 34.2(f) and in BDS referring to ITB 34.6, using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS) : N/A
- (b) Deviation in payment schedule: N/A
- (c) Cost of major replacement components, mandatory spare parts, and service: N/A
- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid: N/A
- (e) Projected operating and maintenance costs.: N/A
- (f) Performance and productivity of the equipment: N/A.
- (g) If the coated price is found abnormally low or high in comparison with the market price/estimated cost, the Bid Evaluation Committee as to follow the rules mentioned in the clause no 13, 23 of the PPR 2008.

2.2. Multiple Contracts (ITB 34.4)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 36.1 Post-Qualification Requirements)

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB 14.8
- (b) take into account:
 - (i) the lowest-evaluated bid for each lot and
 - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid”

2.3. Alternative Bids (ITB 13.1): N/A

3. Qualification (ITB 36)

3.1 Post qualification Requirements (ITB 36.1)

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

(A) Financial Capability

The manufacturer must have minimum amount of liquid asset in the form of working capital or credit facility of 41 million BDT or 5,00,000 USD for each lot, regardless of the size of the lot.

Bidders participating in multiple lots must have cumulative financial capability for the lots (for example, bidder participating in lot no. L - 101 and L - 102 shall have access to liquid asset or working capital or credit facility of their combination of 41 million BDT + 41 million BDT = 82 million BDT or 5,00,000 + 5,00,000 = 10,00,000 USD).

(B) Experience and Technical Capacity:

(i) Experience:

The manufacturer must have 3 (three) years experience of printing and supplying of Textbook of minimum 80% of the quantity for each lot under a single or multiple contracts within the last 3 (three) years counting from January 2015. In this connection, the bidder have to submit completion certificate of textbook printing from the purchaser for last 3 (three) years.

(ii) Technical Capacity

(a) The Bidder must have own sufficient Heat set 4 (four) colour Web offset printing machine for works book and Auto binding machineries for binding of the package.

(b) Must have own Web machine for printing of exercise books.

(c) The Bidder must have own U.V (Ultra varnish) machine for cover printing of the package.

(d) Must have own Auto bundle machine for bundling the package.

(e) The minimum production capacity of printing and Auto binding machineries of textbook in 25 days shall be 50% in quantity of each lot to qualify for each lot.

(f) Production Capacity of the printing and binding machine per day :

(i) For works book 250 Reams.

(ii) For exercise book 400 Reams.

(iii) For binding 3000 Books per clam

(g) Bidders participating in multiple lots must have cumulative experience and technical capacity for the lots.

(h) Number of declared machineries and their location shall be verified. The bidders those who have not such type of machineries they will be declared as non-responsive at the time bid evaluation.

(i) The Bidder will fill-up the following table including brief description (With location of the Machineries) of printing, binding & storage facilities:

Sl No.	Name of Machine with Brand and model	Capacity (per day)	No. of Machine/ Clam	Total Capacity	Year of Procurement	Location of Machine	Comment
1	Generator						
2	Heat Set Four Colour Web Offset Machine	250 reams					
3	Four Colour Web Machine	400 reams					
4	Auto Binding Machine	3000 books					
5	U.V Machine (For Ultra Varnish)						
6	Cover Printing Machine						

(C) If Bidder is JV (Joint Venture Company) :

(a) If the Bidder is JV, any partners of previous firm must have experience of printing of books within last 3 (three) years with sufficient machineries, production and financial capacity to execute the contract which is accepted by the purchaser.

(b) The Bidder or any partner's of previous firm must have minimum amount of liquid asset in form of working capital or credit facility of 41 Million BDT or 5,00,000 USD for each lot regardless of the size of the lots.

(D) Documentary Evidence for:

Financial Capacity: The financial capacity or liquid asset shall be supported by latest "Bank statement from any reputed bank or the credit facilities shall be supported by certificate(s) of available credit lines issues by the respective bank(s). "Letter of Commitment for Bank's undertaking for Lines of Credit shall not be issued before the publication of IFB. In this case, bank should clearly certify to that amount of credit facility required for each lot (As per Attached Format).

(E) Sample copy of Printing and Cover Paper:

Bidder shall have to submit signed and sealed five (05) sets of sample sheet of printing paper, cover paper and craft paper/OMR sheet packing packet (One set for chemical test, One set for MoPME, One set for DPE, One set for Inspection agent (Provided through DPE) & (One set for office work) with the bid for each lot and will mention the participating number of lot. **If the bidder participates in multiple lots they have to submit multiple sample copies of printing & cover paper i. e. lot by lot.** During bid evaluation, the sample copy of printing and cover paper will be chemical examined. If the test result of chemical examination doesn't meet the requirement of paper's specification as specified in bid document, the bid/bids will be rejected.

(F) Last performance:

The last performance of the bidder and also the local agent will be considered at the time of Bid Evaluation.

(G) Printing Status:

If the purchaser/DPE understands/assumes that the printer is failed or is not able to supply the Textbooks within the stipulated time/period as per contract, the purchaser/DPE will take necessary action/arrangement against printers in order to ensure printing and supply of the Textbooks in whole or part of the awarded quantity from any other sources as per the provisions of PPR and PPA.

Section IV. Bidding Forms

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Letter of Bid

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

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

Date: **00-00-2018**

ICB No.: *NCTB/ICB/02/25*

Invitation for Bid No.: *IFB/NCTB/ICB/02/25*

Package No:.....

Lot No:

To: ***The Secretary***

National Curriculum & Textbook Board (NCTB)

69-70, Motijheel C/A, Dhaka-1000

Bangladesh.

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)____;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: Printing, Binding & Supplying of Pre-Primary Teaching Package for the academic year-2019.
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:
(Taka/USD)

In case of only one lot, total price of the Bid (in words and figures, indicating the various amounts and the respective currencies).

In case of multiple lots, total price of each lot (in words and figures, indicating the various amounts and the respective currencies).

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

- (f) The discounts offered and methodology for their application are:
 - (i) The discounts offered are: (Specify in detail each discounts 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) Our bid shall be valid for a period of [*specify the number of calendar days*] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We, along with any of our sub-contractors, 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 MoPME/DPE/NCTB in accordance with the Agreement.
- (k) We are not a government owned entity/We are a government owned entity but meet the requirements of ITB 4.5;¹
- (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) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

¹*Bidder to use as appropriate*² 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.

(o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder* [insert complete name of 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 joint venture specify the name of the Joint Venture as Bidder

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

Bidder Information Form

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

Date:/...../2018
ICB No.: NCTB/ICB/02/25

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. (i) Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Bidder is not dependent agency of the Purchaser (ii) 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:/...../2018

ICB No.: NCTB/ICB/02/25

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. (i) Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5. (ii) Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Price Schedule Forms

*[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 Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Price Schedule: Textbook printed outside the Purchaser's Country, to be Imported

							Date: _____	
(Group C bids, goods to be imported)							ICB No: _____	
Currencies in accordance with ITB 15					Alternative No: _____			
					Page N° _____ of _____			
1	2	3	4	5	6	7	8	9
Line Item N°	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: Textbook printed in the Purchaser's Country

Purchaser's Country		(Group A and B bids)						Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____		
1	2	3	4	5	6	7	8	9	10	
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7)	
[insert number of the item]	[insert name of Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]	
									Total Price	

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

Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15 Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____							
1	2	3	4	5	6	7	
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)	
[insert number of the Service]	[insert name of Services]	[insert country of origin of the Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]	
			Total 60(Sixty) days from the date of contract signing for local bidder & after opening of L/C for foreign bidder. At least 50% of the total quantity has to be delivered within the first 35 (Thirty five) days.				
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:

*Chairman
National Curriculum & Textbook Board
69-70, Motijheel, C/A, Bangladesh.*

IFB No.: NCTB/ICB/02/25

Date: .../...../2018

BID GUARANTEE No.:.....

Guarantor:

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 Invitation for Bids No. _____ ("the IFB").

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

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) 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 Letter of Commitment

NAME OF THE BANK AND ADDRESS WITH NECESSARY TELEPHONE NUMBERS

MEMO NO..... DATE :

TO WHOM IT MAY CONCERN

This is to certify that (Printers Name:.....), Proprietor Name :,
Address :, has been maintaining account (mentioning account nature)
bearing account number with our branch (Branch Name & Address) do
here by agree and undertake that, (Printers Name :) has a credit line balance
Taka only on date

we wish every success of the firm.

Signed and Seal of Bank Authority

Form of Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]² [amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

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

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

(a) 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)

² 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 Bidder shall fill in this Form in accordance with the instructions indicated.]

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

Bid No.: *[number of bidding process]*

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

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time 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.]

Manufacturer's (Papers) Authorization

The Bidder shall require the Manufacturer (Papers) to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of paper manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the paper manufacturer.

Date:/..../2018
ICB No.: NCTB/ICB/02/25
Package No:.....
Lot No:.....

To:

*National Curriculum & Textbook Board (NCTB)
Textbook Bhaban
69-70, Motijheel C/A, Dhaka-1000
Bangladesh.*

WHEREAS

We [insert complete name of Manufacture], [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] the papers specifications for the purpose of submission of Bid [insert complete name of the Bid].

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Paper Mill]

Name: [insert complete name(s) of authorized representative(s) of the Paper Mill]

Title: [insert title]

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

Section V. Eligible Countries

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

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

Under ITB 4.7(a) and 5.1: Israel

Under ITB 4.7(b) and 5.1:

Section VI. Bank Policy - Corrupt and Fraudulent Practices

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

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.³ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;⁴
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;⁵
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;⁶
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁷
 - (v) “obstructive practice” is:

³ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

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

⁵ For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “*benefit*” and “*obligation*” relate to the procurement process or contract execution; and the “*act or omission*” is intended to influence the procurement process or contract execution.

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

⁷ For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

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

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

⁹ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

PART 2 – Supply Requirement

Section VII. Schedule of Requirements

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1. List of Textbooks and Delivery Schedule

Line Item Nº	Description of Goods	Quantity	Physical 1 unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Delivery Date (First Phase)	Delivery Date (Second Phase)	Bidder's offered Delivery date [to be provided by the bidder]
[insert item No]	[insert description of Goods]	[insert quantity of item to be supplied]	[insert physical unit for the quantity]	[insert place of Delivery]			[insert the number of days from the date of the contract signing for local bidders and after opening of LC for foreign bidders]
				50% of the Teaching package have to supply within 1st 35 days. <i>If any bidder fails to do the job or jobs, GCC 27.1 will be applied in that case</i>	Total 60 (Sixty) days from the date of contract signing for local bidders and after opening of L/C for the foreign bidders. In that case, the local agent will supply the Teaching package to the final destinations within 10 days (5 days for 1 st 50% and 5 days for last 50%) from the date of the receiving the goods at the port of entry. <i>If any bidder fails to do the job or jobs, GCC 27.1 will be applied in that case</i>		

- (1) To ensuring smooth production, the Bidder has to receive the CD (Compact Disk) of teaching package within 2 (Two) days from signing of the contract and to submit four colour dummy within 4 (Four) days and to receive the print order within next 4 (Four) days. Even if the bidder fails to meet the date, the delivery schedule will be counted from this date. Supply of CD, received of four color dummy and issuance of print order should be made by NCTB within the stipulated time of the tender schedule. NCTB must have to provide a set of print order (duly signed with seal) along with soft copy in CD (all subject) to DPE and IA.
- (2) The printer/supplier has to apply for testing of printing paper to the inspection agent (IA) as indicated in the “**Section 5. Inspection and Tests– Stage 1 (Pre-printing paper check)**” with a copy to Member (Textbooks), NCTB and Director (Admin), DPE. After test of paper, the printer will go for printing of the assigned books only after having the approved of that test report of the MOPME/DPE.
- (3) After completed of printing and binding the Bidder will apply to inspection agent (IA) for testing as mentioned in the “**Section 5. Inspection and Tests” - stage 2 (Test of Textbooks – pre-distribution)**”. Upon approval of IA’s test report by MoPME/DPE, the printer will go for delivery of teaching package.
- (4) The printer/supplier will have to submit a set of teaching package for every Zilla/Upazilla as sample copy signed by Member (textbook)/ Production Controller/Deputy Production Controller, submit One set of teaching package to Editorial section of NCTB for further checked submit One set of teaching package to Primary Wing of NCTB and submit two sets of teaching package to Production section of NCTB for office work and 05 sets to DPE at Mirpur.
- (5) The printer/supplier must inform the Upazilla Education Office, District Primary Education Office and representative concerned of the Directorate of Primary Education at least 48 hours before the actual delivery of Teaching Package.
- (6) Teaching Package supply will not be accepted by Upazilla/District/Central Store without Challan as prescribed in the Tender Schedule.
- (7) A copy of the Challan should be submitted to press Monitoring Officer of DPE /NCTB immediate after receiving of the Teaching Package by the respective Local Agent.
- (8) A copy of the Challan should be submitted to Production Controller immediate after delivery of Teaching Package by the printers/ Local Agent . The Challan format is as follows:
- (9) If the bidder fails to supply 100% of the teaching package within the contract period that’s why PLI is not completed within the stipulated time and in that case further PLI will be arranged, the cost of that PLI will be deducted from the printers bill/ performance security. The deducted amount will be equal to inspection agents contracted amount.

Key template to be used during delivery of the teaching package:

	Name of Press Address	Land Phone: Mobile:
Memo No Challan No Division	Upazilla Lot No-	Date
To 1. District Primary Education Office 2. Upazilla/Thana Education Office		

S.N.	Subject	Allocation	Previous Delivery	Present Delivery	Bundle (50/100) Copy	Balance	Remarks
1	Works Book						
2	Exercise Book						
	Total						

Received by
Seal and Signature
Mobile no:

Press Monitoring Officer
Seal and Signature
Mobile no:

Authority of Press
Seal and Signature
Mobile no:

2. List of Related Services and Completion Schedule

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>
<i>Printing, Binding & Supplying of Pre-Primary Level Teaching Package for the academic year-2019 to be distributed free of cost.</i>	<i>Class & subject wise total no. of books.</i>	<i>Total No. of books</i>	<i>Listed Zilla/Upazilla Primary Education Officers Designate Warehouse.</i>	<p><i>Total 60 (Sixty) days from the date of contract signing for local bidder and opening of L/C for foreign bidder.</i></p> <p><i>50% of the Teaching package have to supply within 1st 35 days. If any bidder fails to do the job or jobs GCC 27.1 will apply in that case.</i></p>

1. If applicable

3. Technical Specifications

Details of Technical Specifications:

1. Works Book will be four colour both of cover and printing paper
2. Exercise Book will be single colour but cover will be four colour.
3. The size of the Works Book : $10.75'' \times 8.25'' \pm 2\%$ and Exercise Book : $9.75'' \times 7.25'' \pm 2\%$
4. The paper of the cover page of Works Book will be specified 230 GSM $\pm 2\%$ (Gram per Square Meter) Art Card paper with U.V and Exercise Book will be specified 230 GSM $\pm 2\%$, Art Card with U.V
5. The Printing Paper of Works Book will be as follows:
 - a. The GSM of printing paper used will be GSM: $80 \pm 2\%$ White Glossy Coated Art Printing Paper
 - b. The brightness will be minimum 90%
 - c. The Bursting Factor will be minimum 21
 - d. The Opacity (Paper Backing) of the paper will be minimum 95%
 - e. The Pulp will be Wood free
 - f. The Moisture Content of the paper will not exceed 6% by weight
 - g. The Thickness of the paper will be 106-112 μm
 - h. Shade of the printing paper will be white
6. The Cover Paper of Works Book and also Exercise Books (Art Card) will be as follows:
The GSM of Art Card paper used will be 230 GSM $\pm 2\%$
7. The Printing Paper of Exercise Book will be as follows:
 - (1) GSM: $80 \pm 2\%$ White Offset Printing Paper
 - (2) Brightness : Minimum 80%
 - (3) Bursting Factor : Minimum 13
 - (4) Opacity: Minimum 80%
 - (5) Pulp : Wood free
 - (6) Moisture Content : Maximum 7%
 - (7) Thickness : Minimum 80 Microns
 - (8) Shade : White
- * If the Cover paper (Art Card) is imported, the importer should confirm the specification of Cover paper (Art Card) and the certificate should be submitted with sample paper.
8. Printing of Teaching Package will be carried out by standard and quality color/ink.
9. If the printers does not follow the following points, 2% fine/penalty will imposed in whole or any one of the points lapses. These are :
 - (a) If the bidder/supplier delivery Teaching package by dispute challan.
 - (b) If the printer submit the application of paper test to IA without Paper Manufacturer Quality Certificate.
 - (c) If any deviation found about quantity of paper between Paper Manufacturer Quality Certificate and mentioned quality in the application of paper test.
 - (d) If the printing paper/cover paper is rejected for any kind of deficiency.
 - (e) At the time of paper Inspection if any deviation is found between offered quantity and available quantity.
 - (f) If the printer use rejected paper for printing.
 - (g) If the printer does not carry away the rejected paper from the warehouse within 48 hours in the presence of representative of IA.
 - (h) At the time of PDI & PLI if less quantity is found from the offered quantity.
 - (i) If the printer does not carry away the rejected books from the warehouse within 48 hours in the presence of representative of IA.
 - (j) If the foreign bidder fails to supply the Textbooks at the port of entry before 10 days (it will be applicable for First and Second phase).
 - (k) If the printer does not inform Division/District/Upazilla/Thana Primary Education Office and Directorate of Primary Education atleast 48 hours before the actual delivery of Textbooks (It will be applicable for foreign bidders).

The Summary of Technical Specifications

Details Technical Specifications of Teaching Package:

A. Size of the Teaching Materials

1. Works Book : $10.75" \times 8.25" \pm 2\%$
2. Exercise Book : $9.75" \times 7.25" \pm 2\%$

B. Color of the Teaching Materials : Cover and Printing Paper of Works Book is Four Colour but Writing Paper of Exercise Book will be single color and cover will be four colour.

C. Specification of the Cover Page of Teaching Materials :

1. Works Book : 230 GSM $\pm 2\%$, Art Card with U.V
2. Exercise Book : 230 GSM $\pm 2\%$, Art Card with U.V

D. Specification of the Printing Paper of Works Book:

- * Works Book :
 - (1) GSM: $80 \pm 2\%$ White Glossy Coated Art Printing Paper
 - (2) Brightness : Minimum 90%
 - (3) Bursting Factor : Minimum 21
 - (4) Opacity: Minimum 95%
 - (5) Pulp : Wood free
 - (6) Moisture Content : Maximum 6%
 - (7) Thickness : Minimum 106-112 μm
 - (8) Shade : White
- * Exercise Books :
 - (1) GSM: $80 \pm 2\%$ White Offset Printing Paper
 - (2) Brightness : Minimum 80%
 - (3) Bursting Factor : Minimum 13
 - (4) Opacity: Minimum 80%
 - (5) Pulp : Wood free
 - (6) Moisture Content : Maximum 7%
 - (7) Thickness : Minimum 80 Microns
 - (8) Shade : White

E. Specification of the Binding of Teaching Materials : Works Book & Exercise Books will be Perfect Binding.

F. Forma (Page) of the Teaching Materials

Sl No.	Subject	No. of Formas	No. of Pages	Comments
1	Works Book	21	168	With Cover Page
2	Exercise Book	18.5	148	With Cover Page

4. Drawings

(Not Applicable)

These Bidding Documents includes *[insert “the following” or “no”]* drawings.

[If documents shall be included, insert the following List of Drawings]

List of Drawings		
Drawing No.	Drawing Name	Purpose

5. Inspections and Tests

A. Inspection by Inspection Agent:

(1) Inspection Agent (IA) of the purchaser, as appointed by the Ministry of Primary and Mass Education (MoPME)/Directorate of Primary Education (DPE) will conduct the inspection/test at different stages as described in para B

(2) The IA will have full right to inspect papers, machineries, bindings quality, print quality and the delivered or pre-delivery teaching package at any point, as many times as required at any place including printers' own premise, warehouse and stock.

(3) The IA will report back to MoPME/DPE

(4) NCTB will act according to MoPME/DPE's instruction based on the IA reports.

(5) NCTB will play the role of liaison between all stakeholders including MoPME/DPE, Bidders, IA and Development Partners

B. Stages for Inspection

(1) Pre-Printing Paper Check

(a) At the time of submitting the application of paper test to IA, the bidder must have to provide offer wise paper manufacturers quality certificate. In the certificate the quantity of paper should not more or less than the quantity mentioned in the application.

(b) If the offered quantity does not match the technical specification and is being rejected, in that case the IA will mark red colour rejection seal approved by the DPE on each rejected paper reels (it will be also applicable for cover and craft paper/OMR sheet packing packet).

(c) The printer must have to removed the rejected printing/cover/craft paper from the printing premises or Warehouse within 48 (forty eight) hours at the presence of the representative of IA.

(2) Printing/Delivery/Acceptance

Stage 1 (Test of Paper, pre-binding): The IA will collect samples, carry out tests of papers from IA's own laboratory. The Bidder will ensure that the quality of paper matches with the agreed technical specifications. NCTB will facilitate and ensure the access of the IA to the printing materials including papers and other materials. Bidders shall allow the IA to all printing materials, machineries and products anytime and as many times as required for applying the task of test under this procurement process for adhering the contractual obligation of IA with DPE.

Stage 2 (Test of Textbooks- Pre-shipment/Pre-delivery): IA will inspect teaching package furnished (a) At the time of submitting the application of Pre-delivery inspection to IA, the bidder must have to ensure the equality between offered quantity and available quantity of Textbooks. The quantity of ready Textbooks should not be more or less than the quantity mentioned in the application.

(b) If the Textbooks does not matches with the technical specification and is being rejected, in that case the IA will mark red colour rejection seal approved by the DPE on each rejected Textbooks/ bundle of Textbooks.

(c) The printer must have to removed the rejected Textbooks from the printing premises or Warehouse within 48 (forty eight) hours at the presence of the representative of IA.

Sample size - At least 20 teaching package per contract/lot (may be in two steps for partial delivery). Quality check covers quality, quantity, packing, marking, loading etc. in line with contract specifications.

Stage 3 (Test of Textbooks- post-delivery): The IA will conduct quality inspection in district and upazila level, covering quality, quantity, marking, storage etc. in line with contract specifications. IA will inspect teaching package furnished by the supplier/printer to NCTB. IA has right to collect additional textbooks from district/sub-district. The test report of the IA will depend on either furnished samples by the supplier/printer or collected copies from by the inspection agent randomly by themselves.

Sample size - At least 20 teaching package per contract (may be in two steps for partial delivery).

Stage 4 (Final Acceptance): IA will collect specimens of teaching package from every district through its own sources and carryout tests from Govt. laboratory like BCSIR or BSTI to ensure that the quality of paper matches with the agreed technical specifications.

Sample size - At least 20 teaching package per contract and per district

PART 3 - Contract

Section VIII. General Conditions of Contract

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Section VIII. General Conditions of Contract

1. Definitions	1.1 The following words and expressions shall have the meanings hereby assigned to them: (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA). (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto. (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. (e) “Day” means calendar day. (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract. (g) “GCC” means the General Conditions of Contract. (h) “Goods” means all of the textbooks and reading materials, teacher’s material, other production inputs such as paper that the Supplier is required to supply to the Purchaser under the Contract. (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC). (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC. (k) “Related Services” means manuscript, publishing and manufacturing; as well as other related services such as distribution, binding and packing and the services incidental to the supply of the goods, such as insurance, transportation, training and other such obligations of the Supplier under the contract.
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	<p>(l) “SCC” means the Special Conditions of Contract.</p> <p>(m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.</p> <p>(n) “Supplier” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.</p> <p>(o) “The Project Site,” where applicable, means the place named in the SCC.</p>
2. Contract Documents	<p>2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.</p>
3. Corrupt and Fraudulent Practices	<p>3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.</p> <p>3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>
4. Interpretation	<p>4.1 If the context so requires it, singular means plural and vice versa.</p> <p>4.2 Incoterms</p> <p>(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.</p> <p>(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.</p> <p>4.3 Entire Agreement</p> <p>The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.</p>

	<p>4.4 Amendment</p> <p>No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p>4.5 Non waiver</p> <p>(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> <p>4.6 Severability</p> <p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
<p>5. Language</p>	<p>5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.</p>
<p>6. Joint Venture</p>	<p>6.1 If the Supplier is a joint venture, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Purchaser.</p>

7. Eligibility	<p>7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.</p> <p>7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p>
8. Notices	<p>8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.</p> <p>8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p>
9. Governing Law	<p>9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the SCC.</p> <p>9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s country when</p> <p>(a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p>

10 Settlement of Disputes	<p>10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>10.3 Notwithstanding any reference to arbitration herein,</p> <ul style="list-style-type: none"> (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and (b) the Purchaser shall pay the Supplier any monies due the Supplier.
11. Inspections and Audit by the Bank	<p>11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.</p> <p>11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p>
12. Scope of Supply	<p>12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.</p>
13. Delivery and Documents	<p>13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.</p>

14. Supplier's Responsibilities	14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
15 Contract Price	15.1 Prices charged by the Supplier for the Goods supplied and the Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC .
16. Terms of Payment	<p>16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.</p> <p>16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p> <p>16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.</p> <p>16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.</p>
17. Taxes and Duties	<p>17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.</p> <p>17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p> <p>17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.</p>
18. Performance Security	18.1 If required as specified in the SCC , the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC .

	<p>18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.</p> <p>18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.</p>
19. Copyright	<p>19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party unless otherwise specified in the SCC.</p>

20. Confidential Information	<p>20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.</p> <p>20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.</p> <p>20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:</p> <ul style="list-style-type: none"> (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract; (b) now or hereafter enters the public domain through no fault of that party; (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. <p>20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.</p>
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21. Sub-contracting	<p>21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.</p> <p>21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.</p>
22. Specifications and Standards	<p>22.1 Technical Specifications and Drawings</p> <p>(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.</p> <p>(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.</p> <p>(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.</p>

23. Packing and Documents	<p>23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.</p>
24. Insurance	<p>24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.</p>
25. Transportation and Incidental Services	<p>25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.</p>
26. Inspections and Tests	<p>26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.</p> <p>26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p>

	<p>26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</p> <p>26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p> <p>26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.</p> <p>26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.</p>
27. Liquidated Damages	<p>27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.</p>

28. Warranty	<p>28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</p> <p>28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.</p> <p>28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p> <p>28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>
29. Patent Indemnity	<p>29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <p>(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</p> <p>(b) the sale in any country of the products produced by the Goods.</p>

	<p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p> <p>29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
<p>30 Limitation of Liability</p>	<p>30.1 Except in cases of criminal negligence or willful misconduct,</p> <p>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement</p>

31. Change in Laws and Regulations	<p>31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.</p>
32. Force Majeure	<p>32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
33. Change Orders and Contract Amendments	<p>33.1 The Purchaser may at any time order the Supplier through notice in accordance with GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) the method of shipment or packing; (c) the place of delivery; and (d) the Services to be provided by the Supplier.

	<p>33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.</p> <p>33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
34. Extensions of Time	<p>34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub- Clause 34.1.</p>

<p>35. Termination</p>	<p>35.1 Termination for Default</p> <p>(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <ul style="list-style-type: none"> (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; (ii) if the Supplier fails to perform any other obligation under the Contract; or (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract. <p>(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>35.2 Termination for Insolvency.</p> <p>The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser</p> <p>35.3 Termination for Convenience.</p> <p>(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <ul style="list-style-type: none"> (i) to have any portion completed and delivered at the Contract terms and prices; and/or (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.
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36. Assignment	36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.
37. Export Restriction	37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

APPENDIX TO GENERAL CONDITIONS

Bank's Policy- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

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

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.¹¹ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹²;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;¹³
 - (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;¹⁴
 - (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;¹⁵
 - (v) "obstructive practice" is:
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.

- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare is procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”
- (e) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,¹⁶ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated¹⁷;

¹¹ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

¹² For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

¹³ For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “*benefit*” and “*obligation*” relate to the procurement process or contract execution; and the “*act or omission*” is intended to influence the procurement process or contract execution.

¹⁴ For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non- competitive levels, or are privy to each other’s bid prices or other conditions.¹⁵ For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

¹⁶ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, *inter alia*, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

¹⁷ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower

Section IX. Special Conditions of Contract

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

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

GCC 1.1(i)	The Purchaser's country is: Bangladesh
GCC 1.1(j)	The Purchaser is: National Curriculum & Textbook Board, Dhaka, in favor of DPE
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: <i>Listed Zilla/ Upazilla primary education officer's warehouses.</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties there under shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>[exceptional; refer to other internationally accepted trade terms]</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>2011</i>
GCC 5.1	The language shall be: English
GCC 8.1	For notices , the Purchaser's address shall be: Member (Textbook) National Curriculum & Textbook Board (NCTB) 69-70, Motijheel C/A, Dhaka-1000, Bangladesh Phone: +880-2-9550805, Fax: +880-2-9565724.
GCC 9.1	The governing law shall be the law of: <i>Bangladesh</i>
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: <i>Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Purchaser's country.</i> <i>(a) Contract with foreign Supplier:</i> GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. <i>(b) Contracts with Supplier national of the Purchaser's country:</i> In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are

For Goods from outside the Purchaser's country :

Upon shipment, the supplier shall notify the purchaser and the insurance company the full details of the shipment, including contract number, description of goods, quantity, other relevant documents, such as: a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, Supplier's factory shipping details etc. (whichever applicable) including information on number, date and port of loading, date of shipment, port of discharge etc. The supplier shall submit at least the following documents to the purchaser, with a copy to the Insurance company:

- (a) Four (04) copies of Supplier's invoice showing goods' description, quantity, unit price, total amount;
- (b) Eight (08) copies of the packing list identifying the contents of each package, such as:(i) shipping documents, (ii) insurance certificate, (iii) Manufacturer's or supplier's warranty certificate;
- (c)inspection certificate issued by the nominated Inspection Agency (IA)of the purchaser (as appointed by the Ministry of Primary and Mass Education-MoPME/Directorate of Primary Education (DPE) before Pre-shipment as mentioned in schedule of requirements-inspection and test (Section-VII. 5(2)-stage-2 of Printing/Delivery/Acceptance (Test of Textbooks: Pre-shipment/Pre-delivery and GCC 26.2).
- (d) Original certificate of origin for each main item duly endorsed by the chamber of commerce of the same country;
- (e) other relevant certificate/ information as per contract agreement.

For Goods from within the Purchaser's country :

Upon successful completion of pre-delivery inspection, the supplier shall notify the Purchaser and submit at least the following documents to the purchaser :

- (a) Four (04) copies of the supplier's invoice showing goods' description, quantity, unit price and total amount;
- (b) Manufacturer's or supplier's warranty certificate;
- (c) Eight (08) copies of the packing list identifying contents of each package;
- (d) Inspection report, issued by the nominated inspection agency (IA)of the purchaser (as appointed by the Ministry of Primary and Mass Education-MoPME/Directorate of Primary Education (DPE) before Pre-shipment as mentioned in schedule of requirements-inspection and test (Section-VII. 5(2)-stage-2 of Printing/Delivery/Acceptance (Test of Textbooks: Pre-shipment/Pre-delivery and GCC 26.2).
- (e) Certificate of origin; and
- (f) other relevant certificate/ information as per contract agreement.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

After shipment of the consignment by the supplier, the supplier shall immediately dispatch to the purchaser a set of all these documents.

The Supplier shall also be responsible and liable for incomplete or defective shipping documents. In the event of any delay in dispatching of the shipping documents or their incorrect preparation, the supplier shall be responsible for any demurrage, extra handling and warehousing charges or other expenses arising from it. Also, if any additional financial demurrage is incurred to clear the Consignment from the port, the supplier shall have to pay the said additional expenditures.

GCC 15.1	The prices charged for the Goods supplied and the related Services performed "shall not be adjustable.
GCC 16.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in US\$ and Specified currency in bid document in the following manner:</p> <ul style="list-style-type: none"> (i) Advance Payment: Not allowed. (ii) On Delivery: Eighty (80) percent of the Contract Price of the Goods shipped (Goods reached at port of entry of purchaser's country) shall be paid through irrevocable confirmed letter of credit (L/C) opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13.1. (iii) On Acceptance: The rest twenty (20) percent of the Contract Price of Goods received shall be paid of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the purchaser. By this time the Purchaser will collect 10 (Ten) copies of distributed Textbooks from different destinations and will test the quality of the Textbooks. If the quality of the Textbooks is upto the mark, the printer will get the 20% Bill through irrevocable confirmed letter of credit (L/C) opened in favour of the supplier in his/her bank in its country. (iv) Partial Shipment, Partial Payment, Partial Delivery & Trans Shipment are allowed. (v) Payment of local currency portion shall be made in Bangladeshi Taka within sixty (60) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. Finally payment will receive by local agent from DPE & AG. <p>Payment for Goods and Services supplied from within the Purchaser's country:</p> <p>Payment for Goods and Services supplied from within the Purchaser's country shall be made in Bangladeshi Taka as follows (one of the following two options will be selected at the time of contract signing):</p> <ul style="list-style-type: none"> (i) Advance Payment: Not allowed (ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods upon submission of the documents specified in GCC Clause 13. (iii) On Acceptance: The remaining twenty (20) percent of the Contract Price shall be paid to the Supplier after the date of the acceptance of Post Landing Inspection (PLI) report. The Purchaser will collect 10 (Ten) copies of distributed Textbooks from different destinations and will test the quality of the Textbooks. If the quality of the Textbooks is up to the mark, the printer will get the 20% Bill. (iv) Partial Payment & Partial Delivery are allowed. However, 80% payment will not more than 02 times.

	<p>Adherence to the technical specifications:</p> <p>The printer MUST ensure full adherence to the technical specifications and quality of the textbooks as mentioned. Any deviation to meet any of the specification or quality of the textbooks, the goods may be fully rejected; or, partially rejected or subject to adequately fulfilling the purpose, may be accepted with reduction of three times for grade I & II and six times for grade III to V of all the defective Textbooks. In this case, NCTB must recognize DPE's report.</p> <p><i>Note: Payment will be released based on quality inspection certificate by the Inspection Agents (IA) as mentioned in the section "5. Inspection and Tests".</i></p> <p><i>MoPME/DPE and NCTB will apply its oversight function as borrower and Purchaser respectively.</i></p>
GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be <i>60 (Sixty)</i> days.</p> <p>The interest rate that shall be applied is <i>1-year LIBOR +2%</i></p>
GCC 18.1	<p>A Performance Security shall</p> <p>A Performance Security amounting 10% of the contract price shall be required within 28 days of the notification of award. The Purchaser may increase the amount of performance security, if requires.</p> <p>Validity: The performance security shall be required valid until 28 (Twenty Eight) days following the date of completion of suppliers performance obligations under the contract, including warranty obligations.</p>
GCC 21.2	<p>Sub-contract: Sub-contract allowed up to 20% of contracted Teaching package. It will be confirmed at the time of signing of the contract with details of Sub-contractor.</p>
GCC 23.2	<p>The packing, marking and documentation within and outside the packages shall be:</p> <p>Packing Proposal for Foreign Suppliers:</p> <p>(For smooth & quick distribution of books)</p> <p>1. In case of Foreign supply :</p> <p>(i) Packing in Packet-Bundles:</p> <ol style="list-style-type: none"> Packet of 50 or 100 Books depending on the no. of format. Each bundle shall be fully packed by minimum 120 GSM polly Ethylene (One side coated) craft paper and strapping by plastic rope. Two or more Packets to be strapped together with Jute/ Plastic twine cross wise and wrapped by HDPE cloth stitched by Jute/ Plastic twine to make one bundle. <p>(c) Packing, Bundling, Labeling and No. of Books for each Packet should be uniform and Size and Color of the Packet should also be uniform. Incase of any failure/laps in this regards, the printer/supplier concerned must be panelized (at least 10% of awarded amount).</p> <p style="text-align: center;">or</p> <p>other suitable International Export Standard Packing of Textbooks proposed by the Tenderer to be accepted by the Purchaser.</p> <p>(ii) Marking on Bundle/Box : Each Bundle/Box shall be marked/printed as per Marking on Bundle/Box Form as in Section 5.</p>

	<p style="text-align: center;">In Case of Local Supply:</p> <ul style="list-style-type: none"> a. Books shall be supplied in bundles of 50/100 copies depending on the number of forms. b. Each bundle must be packed by minimum 120 GSM OMR sheet packing packet. c. Each packet should be auto bundle. d. Each bundle shall be marked (Computer Type) indicating –(i) Description of contain (ii) Destination (iii) Printers Name & Address. e. Packing, Marking and Documentation are mandatory for all bidders and for all the Bundle. In case of any failure/laps in this regards, the printer concerned must be panelized (at least 10% of awarded amount). <p style="text-align: center;">or</p> <p>Other suitable International Standard Packing of Textbooks proposed by the Tenderer to be accepted by the Purchaser.</p>
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
GCC 26.2	<p><u>A. Inspection by Inspection Agent:</u></p> <p>(1) <u>Inspection Agent (IA) of the purchaser, as appointed by the Ministry of Primary and Mass Education (MoPME)/Directorate of Primary Education (DPE) will conduct the inspection/test at different stages as described in para B</u></p> <p>(2) <u>The IA will have full right to inspect papers, machineries, bindings quality, print quality and the delivered or pre-delivery teaching package at any point, as many times as required at any place including printers' own premise, warehouse and stock.</u></p> <p>(3) <u>The IA will report back to MoPME/DPE</u></p> <p>(4) <u>NCTB will act according to MoPME/DPE's instruction based on the IA reports.</u></p> <p>(5) <u>NCTB will play the role of liaison between all stakeholders including MoPME/DPE, Bidders, IA and Development Partners</u></p> <p><u>B. Stages for Inspection</u></p> <p>(3) <u>Pre-Printing Paper Check</u> The Bidder should provide quality certificate from paper manufacturers, confirming technical specifications. The printer/supplier shall apply for testing of printing paper to the inspection agent with a copy to Member (Textbooks), NCTB. The printer will go for printing of the assigned books only after having the approved test report of IA by DPE.</p> <p>(4) <u>Printing/Delivery/Acceptance</u> <u>Stage 1 (Test of Paper, pre-binding):</u> The IA will collect samples, carry out tests of papers from IA's own laboratory. The Bidder will ensure that the quality of paper matches with the agreed technical specifications. NCTB will facilitate and ensure the access of the IA to the printing materials including papers and other materials. Bidders shall allow the IA to all printing materials, machineries and products anytime and as many times as required for applying the task of test under this procurement process for adhering the contractual obligation of IA with DPE.</p> <p><u>Stage 2 (Test of Textbooks- Pre-shipment/Pre-delivery):</u> IA will inspect teaching package furnished by the bidders to NCTB. IA has right to collect additional textbooks from printers' warehouse. The test report of the IA will depend on either furnished samples by the bidder or collected copies from printing house by the inspection agent randomly by themselves.</p>

<p><i>Sample size - At least 20 teaching package per contract/lot (may be in two steps for partial delivery). Quality check covers quality, quantity, packing, marking, loading etc. in line with contract specifications.</i></p> <p><u>Stage 3 (Test of Textbooks- post-delivery):</u> The IA will conduct quality inspection in district and upazila level, covering quality, quantity, marking, storage etc. in line with contract specifications. IA will inspect teaching package furnished by the supplier/printer to NCTB. IA has right to collect additional textbooks from district/sub-district. The test report of the IA will depend on either furnished samples by the supplier/printer or collected copies from by the inspection agent randomly by themselves.</p> <p><i>Sample size - At least 20 teaching package per contract (may be in two steps for partial delivery).</i></p> <p><u>Stage 4 (Final Acceptance):</u> IA will collect specimens of teaching package from every district through its own sources and carryout tests from Govt. laboratory like BCSIR or BSTI to ensure that the quality of paper matches with the agreed technical specifications.</p> <p><i>Sample size - At least 20 teaching package per contract and per district</i></p> <p><i>If the purchaser/DPE understands/assumes that the Supplier/Printer is failed or is not able to supply the Textbooks within the stipulated time/period as per contract, the purchaser/DPE will take necessary action/ arrangement against Printers/ Suppliers in order to ensure printing and supply of the textbook in whole or part of the awarded quantity from any other sources as per their discretion. In that case, the purchaser/ DPE may not be receiving the rest quantity of books from the Supplier/ Printer.</i></p>	
GCC 27.1	The liquidated damage shall be: If the printers fails to supply 1 st 50% of teaching package within 35 days then 1% liquidated damage will be imposed per week of delayed books and it will be continued up to 4 (Four) weeks. If the printers fails to supply the rest 50% of teaching package within last 25 days then 1% liquidated damage will be imposed of delayed books per week and it will be continued up to 4 (Four) weeks. If the delay week is fraction in this case the damages will counting on the basis of day or days. The maximum delayed period is 4 (four) weeks. The maximum amount of liquidated damages shall be: 10%
GCC 28.3	The period of validity of the Warranty shall be: 6 (six) months For purposes of the Warranty, the place(s) of final destination(s) shall be: Related Zilla/ Upazilla Primary Education Officers warehouse.
GCC 28.5	The period for repair or replacement shall be: Fifteen days .
GCC 35.1	As per GCC 35 will apply with the following additional condition. The condition is ` if the Supplier fails to deliver at least 75% of 50% teaching package within 1 st 35 days and last 50% of teaching package within last 25 days.

Section 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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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

Option 1: (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:

*Chairman
National Curriculum & Textbook Board
69-70, Motijheel C/A, Dhaka-1000*

Date: *[Insert date of issue]*

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

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

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

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

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.

[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."*

Option 2: Performance Bond

By this Bond/[insert name of Principal] as Principal (hereinafter called "the Supplier") and/[insert name of Surety] as Surety (hereinafter called "the Surety"), are held and firmly bound unto/[insert name of Purchaser] as Obligee (hereinafter called "the Supplier") in the amount of [insert amount in words and figures], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Purchaser dated the ____ day of ___, 20 _____, for [name of contract and brief description of Goods and related Services] in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser's obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to Contractor; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20 ____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

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

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

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

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

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

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

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

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

.

[signature(s)]

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



Invitation for Bids (IFB)

Name of Country : Bangladesh

Name of Project: PEDP-IV

*Contract Title : Printing, Binding and Supplying of Pre-Primary Teaching Package
for the Academic Year-2019*

Reference Number: NCTB/ICB/02/25, Date: 20/02/2018

1. **The name of Borrower:** Ministry of Primary and Mass Education (MOPME), Government of the People's Republic of Bangladesh.
2. **The name of Implementing Agency:** National Curriculum & Textbook Board (NCTB) now invites sealed bids from eligible bidders for Printing, Binding & Supplying of Pre-Primary Teaching Package for the Academic Year-2019. The Following Chart which showing the package no., lot no., no. of Teaching Package, delivery point, delivery period and margin of preference etc:

Package No.	Lot No.	Estimated Number of Books (Approx.)	Delivery Point	Delivery Period	Margin of preference
P4 – P21	L – 101 – 103 = 03	3178500	508 Upazilla	60 days	Yes
P4 – P22	L – 104 – 106 = 03	3684548			

3. The following experience & qualification is required:

(A) Financial Capability

- (i) The Bidder must have minimum amount of liquid asset in the form of working capital or credit facility of BDT 41 million or USD 5,00,000 for each lot, regardless of size of the lot.
- (ii) The bidders participating in multiple lots they must have cumulative financial capability for those lots.

(B) Experience and Technical Capacity

(ii) Technical Capacity

- (a) The Bidder must have own sufficient Heat set 4 (four) colour Web offset printing machine for works book and Auto binding machineries for binding the package.
- (b) Must have own Web machine for printing of exercise books.
- (c) The Bidder must have own U.V (Ultra varnish) machine for cover paper of the package.
- (d) Must have own Auto bundle machine for bundling the package.
- (e) The minimum production capacity of printing and Auto binding machineries of teaching package in 25 days shall be 50% in quantity of each lot to qualify for each lot.
- (f) Production Capacity of the printing and binding machine per day :
 - (i) For works book 250 Reams.
 - (ii) For exercise book 400 Reams.
 - (iii) For binding 3000 books per clam
- (g) Bidders participating in multiple lots must have cumulative experience and technical capacity for those lots.

(C) The Bidders must have 3 (three) years practical works experience as book printers.

(D) If Bidder is JV (Joint Venture Company) :

- (a) If the Bidder is JV, any partners previous firm must have experience of printing of books within last 3 (three) years/sufficient machineries, production and financial capacity to execute the contract which is accepted by the purchaser.
- (b) The Bidder any partner's previous firm must have minimum amount of liquid asset in form of working capital or credit facility of 41 Million BDT or 5,00,000 USD for each lot regardless of the size of the lots.

4. (a) Bid will be conducted through the International Competitive Bidding (ICB) procedures specified in the World Bank's Guidelines: April, 2004, revised October, 2006 and May, 2010.

(b) Procurement under IBRD Loans and IDA Credits is open to all the bidders from eligible countries as defined in these guidelines.

5. (a) Interested eligible bidders may obtain further information at the address given in paragraph 9 below:

(b) A set of bidding documents in PDF format is available in the NCTB's (www.nctb.gov.bd) web site for information purpose only.

6. (a) A complete set of Bidding Documents in ENGLISH may be purchased by interested bidders on the submission of a written application to the following address, time schedule and upon payment of a non-refundable fee of Tk. 5,000/- or 60 USD only infavour of Chairman, NCTB inform of ‘pay order’.

Address

Member (Textbook)

National Curriculum & Textbook Board (NCTB)

69-70, Motijheel C/A, Dhaka-1000

Bangladesh

Phone:+880-2-9550805, Fax:+880-2-9565724.

Date : 22/02/2018 – 04/04/2018, Time: 9.00 am to 5.00 pm Bangladesh Standard Time (GMT + 6 hrs) during all regular working days.

(b) The bidding documents have to be collected from NCTB upon purchase and bid submission shall be accompanied with original purchase receipt.

(c) For local agent, all the relevant original documents will be shown at the time of purchase of Bidding document in favour of his or her Principal. If the foreign Bidder wants to purchase the bidding documents directly then they need to submit all the relevant original documents of their nominated local agent.

7. (a) Bids must be submitted to the following address on or before date and time stated below:

National Curriculum & Textbook Board (NCTB)

Attention: The Secretary

Street Address: 69-70, Motijheel Commercial Area

Floor/Room number: 4th Floor/Room # 508

Dhaka-1000, Bangladesh.

Date: 05/04/2018 Bangladesh Standard Time : 2:00 PM (GMT + 6 hrs)

(b) Electronic bidding will not be permitted.

(c) Late submission of bids will be rejected.

(d) All bids must be accompanied by Bid Security of the said amount in local currency or an equivalent amount in a freely convertible currency i.e USD as mentioned in the Bidding document.

(e) Bids will be opened in the presence of the bidder/bidder’s representatives who choose to attend at the address below:

National Curriculum & Textbook Board (NCTB)

Street Address: 69-70, Motijheel Commercial Area

Floor/Room number: 1st Floor (Conference Room)

Dhaka-1000, Bangladesh.

Date: 05/04/2018 Time: 2.30 pm Bangladesh Standard Time (GMT + 6 hrs)

8. All bids must be accompanied by the bid security as per ITB 19.1 in Section II of Bid Schedule

9. The address referred for all correspondence is:

Prof. Dr. Mia Enamul Hoq Siddique

Member (Textbook)

Room No. 301, 2nd Floor

69-70, Motijheel C/A, City-Dhaka-1000, Country-Bangladesh

Phone: 880-2-9550805, Fax: +880-2-9565724

E-mail: Siddique.ratan@ yahoo.com

(Prof. Dr. Nizamul Karim)

Secretary

National Curriculum & Textbook Board

Bangladesh

ANNEXURE -1 (Package & Lot Details)

List of Goods and Delivery Schedule

Point of Delivery, Package -P4 - P21

Lot No.:L - 101 (Total No. of District - 10)

District Panchagar

Dist. Code	Subjects	Autow ari	Tetulia	Debi gonj	Boda	Sadar	Sample Copies	Total
1	Amar Boi (Work Book)	3270	2583	5500	7250	7360	5	25968
	Exercise Books	3270	2583	5500	7250	7360	5	25968

District: Thakurgaon

Dist. Code	Subject	Pir gonj	Balia dangi	Rani sangkail	Hori pur	Sadar	Sample Copies	Total
2	Amar Boi (Work Book)	7055	5203	5364	5395	20915	5	43937
	Exercise Books	7055	5203	5364	5395	20915	5	43937

District: Nilphamari

Dist. Code	Subject	Kishor gonj	Zal dhaka	Dimla	Domar	Saye dpur	Sadar	Sample Copies	Total
3	Amar Boi (Work Book)	9880	14277	10175	9170	9000	8186	6	60694
	Exercise Books	9880	14277	10175	9170	9000	8186	6	60694

District: Rangpur

Dist. Code	Subject	Kawnia Gongach ara		Tara gonj	Pir gonj	Pir ghasa	Badar gonj	Mitha pukur	Sadar	Sample Copies	Total
4	Amar Boi (Work Book)	3465	6090	3465	9000	8000	7200	14630	10400	8	62258
	Exercise Books	3465	6090	3465	9000	8000	7200	14630	10400	8	62258

District: Dinajpur

Dist. Code	Subject	Kaha rol	Khan shama	Ghora ghat	Chirir Bondar	Nobab gonj	Parboti pur	Ful bari	Birol	Birm pur	Bocha gonj	Bir gonj	Hakimp ur	Sadar	Sample Copies	Total
5	Amar Boi (Work Book)	3510	6120	4263	8854	7456	7500	6000	6000	3400	4800	8950	1766	8290	13	76922
	Exercise Books	3510	6120	4263	8854	7456	7500	6000	6000	3400	4800	8950	1766	8290	13	76922

District: Lalmonirhat

Dist. Code	Subject	Audit mari	Kali gonj	Pat gram	Hati bandha	Sadar	Sample Copies	Total
6	Amar Boi (Work Book)	4535	6200	7800	8100	4716	5	31356
	Exercise Books	4535	6200	7800	8100	4716	5	31356

District: Kurigram

Dist. Code	Subject	Ulipur	Chil mari	Nagesha wri	Ful bari	Bhurun gamari	Razar hat	Rou mari	Razib pur	Sadar	Sample Copies	Total
7	Amar Boi (Work Book)	8210	4910	8120	5950	4740	2714	5100	1160	6500	9	47413
	Exercise Books	8210	4910	8120	5950	4740	2714	5100	1160	6500	9	47413

District: Gaibandha

Dist. Code	Subject	Gobin dogonj	Polash bari	Ful chori	Sadulla pur	Saghata	Sundar gonj	Sadar	Sample Copies	Total
8	Amar Boi (Work Book)	18681	10750	5350	7830	10550	23500	13385	7	90053
	Exercise Books	18681	10750	5350	7830	10550	23500	13385	7	90053

District: Joypurhat

Dist. Code	Subject	Akkel pur	Kalai	Panch bibi	Khattai	Sadar	Sample Copies	Total
9	Amar Boi (Work Book)	2602	2640	3950	1700	5000	5	15897
	Exercise Books	2602	2640	3950	1700	5000	5	15897

District: Bogra

Dist. Code	Subject	Adam dighi	Kahalu	Gabtoli	Dup chachia	Dhunat	Nandi gram	Sib gonj	Sher pur	Saria khandi	Sona tola	Shah jahan pur	Sadar	Sample Copies	Total
10	Amar Boi (Work Book)	3680	4452	7550	3808	7550	5000	6355	6200	6000	5826	7700	6550	12	70683
	Exercise Books	3680	4452	7550	3808	7550	5000	6355	6200	6000	5826	7700	6550	12	70683

Package -P4 - P21

Lot No.:L - 102 (Total No. of District -09)

District: Nawgaon

Dist. Code	Subject	Atrai	Damu rairhat	Niamot pur	Potni tola	Porsa	Badal gachi	Moha debpur	Manda	Rani nagar	Sapa har	Sadar	Sample Copies	Total
11	Amar Boi (Work Book)	4387	5100	4774	5083	3033	4667	4827	7700	3593	3933	5310	11	52418
	Exercise Books	4387	5100	4774	5083	3033	4667	4827	7700	3593	3933	5310	11	52418

District: Sirajgoni

Dist. Code	Subject	Ullah para	Kazi pur	Kamar khamda	Chow hali	Tarash	Bel kuchi	Ray gonj	Shahjad pur	Sadar	Sample Copies	Total
12	Amar Boi (Work Book)	14425	10212	3400	5350	5372	8505	8177	13845	16910	9	86205
	Exercise Books	14425	10212	3400	5350	5372	8505	8177	13845	16910	9	86205

District : Pabna

Dist. Code	Subject	Suja	Bhan	Atgho	Farid	Bera	Ishawor	Sathia	Chat	Sadar	Sample	Total
13	Amar Boi	10350	4300	4350	4320	7650	7350	13000	14000	19500	9	84829
	Exercise Books	10350	4300	4350	4320	7650	7350	13000	14000	19500	9	84829

District: Rajshahi

Dist. Code	Subject	Goda gari	Char ghat	Tanore	Durga pur	Puthia	Poba	Bagh mara	Bhaga	Mohan pur	Boalia	Sample Copies	Total
14	Amar Boi (Work Book)	8550	4750	4200	3161	3650	5033	8000	3317	3020	6621	10	50312
	Exercise Books	8550	4750	4200	3161	3650	5033	8000	3317	3020	6621	10	50312

District: Natore

Dist. Code	Subject	Gurudas pur	Borai gram	Bagati para	Lalpur	Shin gra	Sadar	Nal danga	Sample Copies	Total
15	Amar Boi	3500	3200	2500	5100	8000	5500	2500	7	30307
	Exercise Books	3500	3200	2500	5100	8000	5500	2500	7	30307

District: Chapi Nababgonj

Dist. Code	Subject	Gomosta pur	Nachol	Bholar hat	Shibgonj	Sadar	Others	Total
16	Amar Boi (Work Book)	4950	3285	2712	10500	9484	5	30936
	Exercise Books	4950	3285	2712	10500	9484	5	30936

District: Kushtia

Dist. Code	Subject	Kumar khal	Khoksha	Doulat pur	Vera mara	Mirpur	Sadar	Others	Total
17	Amar Boi (Work Book)	7500	3615	14500	3845	5975	8365	6	43806
	Exercise Books	7500	3615	14500	3845	5975	8365	6	43806

District: Meherpur

Dist. Code	Subject	Gangni	Mujib nagar	Sadar	Others	Total
18	Amar Boi (Work Book)	8283	1910	5482	3	15678
	Exercise Books	8283	1910	5482	3	15678

District: Chuadanga

Dist. Code	Subject	Alam danga	Jibon nagar	Damur huda	Sadar	Others	Total
19	Amar Boi (Work Book)	7459	3888	6100	5390	4	22841
	Exercise Books	7459	3888	6100	5390	4	22841

District: Jhinaidah

Dist. Code	Subject	Kaligonj	Kot chandp	Mohes pur	Shoilo kupa	Horina kundu	Sadar	Others	Total
20	Amar Boi (Work Book)	4490	3200	6520	5050	4480	11000	6	34746
	Exercise Books	4490	3200	6520	5050	4480	11000	6	34746

District: Magura

Dist. Code	Subject	Moham madpur	Shalikh a pur	Shree pur	Sadar	Sample Copies	Total
21	Amar Boi (Work Book)	6500	4230	4191	10500	4	25425
	Exercise Books	6500	4230	4191	10500	4	25425

District: Narail

Dist. Code	Subject	Kalia	Lohagora	Sadar	Sample Copies	Total
22	Amar Boi (Work Book)	5800	6800	5500	3	18103
	Exercise Books	5800	6800	5500	3	18103

Package -P4 - P21**Lot No.:L - 103 (Total No. of District -09)****District: Jessore**

Dist. Code	Subject	Aovoy nager	Keshob pur	Chou gasa	Jikor gasa	Bagar para	Moni rampur	Sarsha	Sadar	Sample Copies	Total
23	Amar Boi (Work Book)	3514	5690	4657	8337	3370	8174	7168	12500	8	53418
	Exercise Books	3514	5690	4657	8337	3370	8174	7168	12500	8	53418

District: Satkhira

Dist. Code	Subject	Assasuni	Kola rowa	Kali goni	Tala	Deb hata	Sham nager	Sadar	Sample Copies	Total
24	Amar Boi (Work Book)	5600	5100	5730	7980	2576	6858	9087	7	42938
	Exercise Books	5600	5100	5730	7980	2576	6858	9087	7	42938

District: Khulna

Dist. Code	Subject	Koyra	Dumuria	Tera khada	Dakop	Dhigo lia	Paik gasa	Fultola	Botia ghatia	Rupsa	Sadar	Sample Copies	Total
25	Amar Boi (Work Book)	4300	6115	3000	3149	2000	5000	2000	3000	3300	10000	10	41874
	Exercise Books	4300	6115	3000	3149	2000	5000	2000	3000	3300	10000	10	41874

District: Bagerhat

Dist. Code	Subject	Kachua	Chitol mari	Fokir hat	Mollar hat	Mongla	Morol goni	Rampal	Sharon Khola	Sadar	Sample Copies	Total
26	Amar Boi (Work Book)	2000	2800	3000	3274	2000	8000	3000	4575	5500	9	34158
	Exercise Books	2000	2800	3000	3274	2000	8000	3000	4575	5500	9	34158

District: Rajbari

Dist. Code	Subject	Pangsa	Balia kandi	Goa londo	Khalu khali	Sadar	Sample Copies	Total
27	Amar Boi (Work Book)	6900	5312	3200	5970	8000	5	29387
	Exercise Books	6900	5312	3200	5970	8000	5	29387

District: Faridpur

Dist. Code	Subject	Nagar kanda	Boyal mari	Vanga	Modhu khali	Char vadrason	Alfa dangia	Sadar pur	Saltha	Sadar	Sample Copies	Total
28	Amar Boi (Work Book)	5648	5805	4885	5995	2090	2905	5217	4500	14847	9	51901
	Exercise Books	5648	5805	4885	5995	2090	2905	5217	4500	14847	9	51901

District: Sariotpur

Dist. Code	Subject	Gosairhat	Jazira	Damudd	Naria	Vedargonj	Sadar	Sample Copies	Total
29	Amar Boi (Work Book)	4000	5000	2022	6163	7000	4143	6	28334
	Exercise Books	4000	5000	2022	6163	7000	4143	6	28334

District: Madaripur

Dist. Code	Subject	Kalkini	Sibchar	Rajoir	Sadar	Sample Copies	Total
30	Amar Boi (Work Book)	8561	8400	6752	7400	4	31117
	Exercise Books	8561	8400	6752	7400	4	31117

District: Gopalganj

Dist. Code	Subject	Katali para	Kashiani	Tungi para	Moksed pur	Sadar	Sample Copies	Total
31	Amar Boi (Work Book)	6500	7850	4331	8525	10000	5	37211
	Exercise Books	6500	7850	4331	8525	10000	5	37211

District: Manikgonj

Dist. Code	Subject	Ghior	Singair	Saturia	Hori rampur	Shibaloy	Doulat pur	Sadar	Sample Copies	Total
32	Amar Boi (Work Book)	4116	6500	4500	2102	5055	5750	6000	7	34030
	Exercise Books	4116	6500	4500	2102	5055	5750	6000	7	34030

District: Dhaka (1)

Dist. Code	Subject	Mirpur	Moham madpur	Dhan mondi	Laibagh	Kotoali	Sutra pur	Canton ment	Motijheel	Ramna
33	Amar Boi (Work Book)	15000	18000	3000	12300	4000	6000	14000	9700	4000
	Exercise Books	15000	18000	3000	12300	4000	6000	14000	9700	4000

District: Dhaka (2)

Dist. Code	Subject	Gulshan	Demra	Kerani gonj	Dohar	Dhamrai	Nabab gonj	Savar	Tejgaon	Sample Copies	Total
33	Amar Boi (Work Book)	21300	7470	4000	5358	10900	8700	35950	4400	17	184095
	Exercise Books	21300	7470	4000	5358	10900	8700	35950	4400	17	184095

Package - P4 - P22

Lot No. : L - 104 (Total No. of District - 10)

District : Barisal

Dist. Code	Subject	Agail jhara	Wazir pur	Gour nodi	Baker gonj	Banari para	Babu gonj	Muladi gonj	Hijla	Sadar	Sample Copies	Total
34	Amar Boi (Work Book)	3944	4800	4150	9680	4165	3150	5000	10715	4000	10715	10 60329
	Exercise Books	3944	4800	4150	9680	4165	3150	5000	10715	4000	10715	10 60329

District: Bhola

Dist. Code	Subject	Char feson	Taju maddin	Daulat khan	Borhan uddin	Mon pura	Lai mohan	Sadar	Sample Copies	Total
35	Amar Boi (Work Book)	15500	2915	14277	6552	1497	8900	9542	7	59190
	Exercise Books	15500	2915	14277	6552	1497	8900	9542	7	59190

District : Pirojpur

Dist. Code.	Subject	Kaw khali	Nazir pur	Vhan daria	Moth baria	Nesa rabad	Indur kani	Sadar	Others	Total
36	Amar Boi (Work Book)	1525	3736	3539	5520	3539	2100	13500	7	33466
	Exercise Books	1525	3736	3539	5520	3539	2100	13500	7	33466

District: Jhalokhati

Dist. Code.	Subject	Khatha lia	Raza pur	Nol sitv	Sadar	Others	Total
37	Amar Boi (Work Book)	2630	3134	3880	4552	4	14200
	Exercise Books	2630	3134	3880	4552	4	14200

District: Borguna

Dist. Code	Subject	Amtoli	Pathor ghata	Bamna	Betagi	Sadar	Taitoli	Sample Copies	Total
38	Amar Boi (Work Book)	6220	4000	2145	3885	8232	3435	6	27923
	Exercise Books	6220	4000	2145	3885	8232	3435	6	27923

District: Patuakhali

Dist. Code	Subject	Kola para	Gola chipa	Das mina	Baufol	Mirza gonj	Dumki	Ranga bali	Sadar	Sample Copies	Total
39	Amar Boi (Work Book)	7200	8790	4441	8218	2800	1200	2699	6000	8	41356
	Exercise Books	7200	8790	4441	8218	2800	1200	2699	6000	8	41356

District: Habiganj

Dist. Code	Subject	Nabi gonj	Lakhay	Bania chon	Ajmiri gonj	Madhab pur	Chunaru chat	Babu bal	Sadar	Sample Copies	Total
40	Amar Boi (Work Book)	9727	3800	6870	3950	10032	7978	5800	9000	8	57165
	Exercise Books	9727	3800	6870	3950	10032	7978	5800	9000	8	57165

District: Moulovibazar

Dist. Code	Subject	Kamal gonj	Kulaura	Raj nagor	Borol ekha	Sree mongol	Juri	Sadar	Sample Copies	Total
41	Amar Boi (Work Book)	6565	9070	7100	8500	6316	3848	7750	7	49156
	Exercise Books	6565	9070	7100	8500	6316	3848	7750	7	49156

District: Sunamgonj

Dist. Code	Subject	Doara bazar	Bishom borpur	Chatok	Tahir pur	Jamal gonj	Dharmo pasa	Shallah	Dhirai	Jagon natpur	Dhakin Sunam gonj	Sadar	Sample Copies	Total
42	Amar Boi (Work Book)	8516	5911	10065	6990	6710	8245	4900	162	5728	5720	9185	11	72143
	Exercise Books	8516	5911	10065	6990	6710	8245	4900	162	5728	5720	9185	11	72143

District: Syllhet

Dist. Code	Subject	Kanai ghat	Bala gonj	Bisho nat	Fenchu gonj	Jayinta pur	Goain ghat	Golap gonj	Compani	Jakigonj	Biani bazar	Dokhin Surma	Sadar	Sample Copies	Total
43	Amar Boi (Work Book)	6000	6000	3000	1380	3500	5000	5500	3283	4000	5004	5000	10899	12	58578
	Exercise Books	6000	6000	3000	1380	3500	5000	5500	3283	4000	5004	5000	10899	12	58578

Package - P4 - P22

Lot No. : L - 105 (Total No. of District -10)

District: Munsigonj

Dist. Code	Subject	Ghozaria	Sirazdi Khan	Tongi bari	Louha jonj	Sree nagar	Sadar	Sample Copies	Total
44	Amar Boi (Work Book)	3192	5000	3150	3520	5900	5000	6	25768
	Exercise Books	3192	5000	3150	3520	5900	5000	6	25768

District: Narayangonj

Dist. Code	Subject	Bandar	Sonar gaon	Arai hazar	Rupgonj	Sadar	Sample Copies	Total
45	Amar Boi (Work Book)	6760	8616	8500	12630	23001	5	59512
	Exercise Books	6760	8616	8500	12630	23001	5	59512

District: Gazipur

Dist. Code	Subject	Kaligonj	Kapashia	Sreepur	Kaliakair	Tongi	Sadar	Sample Copies	Total
46	Amar Boi (Work Book)	6500	7500	13050	11000	14110	35000	6	87166
	Exercise Books	6500	7500	13050	11000	14110	35000	6	87166

District: Jamalpur

Dist. Code	Subject	Sarisa bari	Melan dah	Dewan gonj	Bokshi gonj	Islampur	Madar gonj	Sadar	Sample Copies	Total
47	Amar Boi (Work Book)	5500	6200	8050	5300	6985	8330	8260	7	48632
	Exercise Books	5500	6200	8050	5300	6985	8330	8260	7	48632

District: Sherpur

Dist. Code.	Subject	Jhinai ghati	Nokla	Nalita bari	Sree bordi	Sadar	Others	Total
48	Amar Boi (Work Book)	4470	1400	6750	6740	12000	5	31365
	Exercise Books	4470	1400	6750	6740	12000	5	31365

District: Netrokona

Dist. Code.	Subject	Atpara	Kalma kanda	Kenduya	Durga pur	Purbo dhola	Baro hatta	Modon	Mohon gonj	Khalia juri	Sadar	Sample Copies	Total
49	Amar Boi (Work Book)	4800	10500	5020	3500	8300	4000	5520	1978	3292	7665	10	54585
	Exercise Books	4800	10500	5020	3500	8300	4000	5520	1978	3292	7665	10	54585

District: Mymensingh

Dist. Code	Subject	Mukta gacha	Trisal	Bha luka	Gofor gaon	Nan dail	Ishor gonj	Haluya ghat	Ful baria	Gouri pur	Fulpur	Dhu baura	Thara khanda	Sadar	Sample Copies	Total
50	Amar Boi (Work Book)	8625	12050	13860	9893	9644	11000	9950	11992	10200	9650	5000	9240	8900	13	130017
	Exercise Books	8625	12050	13860	9893	9644	11000	9950	11992	10200	9650	5000	9240	8900	13	130017

District: Kishorgonj

Dist. Code	Subject	Karim gonj	Nikoli	Kuliar char	Tarael	Bhairob	Bajit pur	Mitha moin	Austo gram	Hosen pur	Katiadi	Pakun dia	Itna	Sadar	Sample Copies	Total
51	Amar Boi (Work Book)	6160	2200	7000	2750	10000	6175	1940	5400	8274	10935	10138	3300	8000	13	82285
	Exercise Books	6160	2200	7000	2750	10000	6175	1940	5400	8274	10935	10138	3300	8000	13	82285

District: Narsingdi

Dist. Code	Subject	Mono hordi	Ray pura	Bela bo	Polash	Shibpur	Sadar	Sample Copies	Total
52	Amar Boi (Work Book)	11801	10865	4400	3347	6905	14789	6	52113
	Exercise Books	11801	10865	4400	3347	6905	14789	6	52113

District: Tangail

Dist. Code	Subject	Ghatail	Sakhi pur	Gopal pur	Basail	Delduar	Mirza pur	Kali hati	Modhu pur	Nagor pur	Bhua pur	Dhan bari	Sadar	Sample Copies	Total
53	Amar Boi (Work Book)	5139	3773	5570	3198	3835	10345	9000	5245	6431	4563	3958	11687	12	72756
	Exercise Books	5139	3773	5570	3198	3835	10345	9000	5245	6431	4563	3958	11687	12	72756

Package - P4 - P22
Lot No. : L - 106 (Total No. of District -11)

District: B-baria

Dist. Code	Subject	Nabi nager	Kasba	Sharail	Bancha rampur	Akhaura	Nasir nager	Asugonj	Bijoy nager	B-baria Sadar	Sample Copies	Total
54	Amar Boi (Work Book)	14317	15000	12010	9223	4270	7104	4600	8040	17500	9	92073
	Exercise Books	14317	15000	12010	9223	4270	7104	4600	8040	17500	9	92073

District: Luxmipur

Dist. Code	Subject	Ram goti	Raypur	Ram gonj	Kamol nager	Sadar	Sample Copies	Total
55	Amar Boi (Work Book)	7000	7000	5960	3000	15000	5	37965
	Exercise Books	7000	7000	5960	3000	15000	5	37965

District: Comilla (1)

Dist. Code	Subject	Comilla Sadar	Laksam	Debidar	Murad nager	Daud kandi	Choddo gram	Brammon para	Barura	Buri chonj	Total
56	Amar Boi (Work Book)	12000	6600	12355	12000	9900	9340	9565	14432	10945	
	Exercise Books	12000	6600	12355	12000	9900	9340	9565	14432	10945	

District: Comilla (2)

Dist. Code	Subject	Chan dina	Homna	Langal kot	Meghna	Monohor gonj	Titas	Sadar Dhokin	Sample Copies	Total
56	Amar Boi (Work Book)	11000	5810	8000	2750	0	6000	11500	15	142212
	Exercise Books	11000	5810	8000	2750	0	6000	11500	15	142212

District: Chandpur

Dist. Code	Subject	Kachua	Haji gonj	Haim char	Shah rasti	Farid gonj	Motlob Dokkhin	Motlob Uttar	Sadar	Sample Copies	Total
57	Amar Boi (Work Book)	8100	8000	2100	5000	7500	5400	8400	11800	8	56308
	Exercise Books	8100	8000	2100	5000	7500	5400	8400	11800	8	56308

District: Noakhali

Dist. Code	Subject	Begum gonj	Chatkhil	Senbagh	Compani gonj	Hatia	Somai muri	Suborno char	Kabir hat	Sadar	Sample Copies	Total
58	Amar Boi (Work Book)	14150	4523	7258	6000	7000	4067	4969	3240	12395	9	63611
	Exercise Books	14150	4523	7258	6000	7000	4067	4969	3240	12395	9	63611

District: Feni

Dist. Code	Subject	Dagon bhuiyan	Sona gazi	Sagol naya	Purshu ram	Ful gazi	Sadar	Sample Copies	Total
59	Amar Boi (Work Book)	5579	4352	3110	2100	1995	9493	6	26635
	Exercise Books	5579	4352	3110	2100	1995	9493	6	26635

District : Chittagong (1)

Dist. Code	Subject	Bas khal	Rawjan	Sondip	Fatik churi	Patia	Anow ara	Boat khal	Loha gora	Dabble murung	Chando nais	Hat hajari
60	Amar Boi (Work Book)	13200	6145	8200	12328	16100	7600	6900	10000	17127	5035	7922
	Exercise Books	13200	6145	8200	12328	16100	7600	6900	10000	17127	5035	7922

District : Chittagong (2)

Dist. Code	Subject	Ran gunia	Mirer sharai	Sita kundo	Pahar toli	Bandar	Panc laish	Chand gong	Sat kania	Katuali	Others	Total
60	Amar Boi (Work Book)	11042	11700	7500	8500	14000	11150	7500	7080	8300	20	197349
	Exercise Books	11042	11700	7500	8500	14000	11150	7500	7080	8300	20	197349

District: Cox's Bazar

Dist. Code	Subject	Aukhia	Mohes khali	Kutub dia	Ramu	Chokoria	Teknaf	Pekua	Sadar	Sample Copies	Total
61	Amar Boi (Work Book)	5393	7000	4145	3866	6630	3856	1445	8500	8	40843
	Exercise Books	5393	7000	4145	3866	6630	3856	1445	8500	8	40843

District: Khagrachari

Dist. Code	Subject	Dighi nala	Pansori	Ramgor	Mati ranga	Manik sori	Mohan sori	Laxmi sori	Sadar	Sample Copies	Total
62	Amar Boi (Work Book)	3400	2147	2250	4130	1269	3126	1400	4030	8	21760
	Exercise Books	3400	2147	2250	4130	1269	3126	1400	4030	8	21760

District: Rangamati

Dist. Code	Subject	Kaw khali	Naniar char	Barkal	Jurisori	Langadu	Baghai sori	Kaptai	Rajis tholi	Bilai sori	Sadar	Sample Copies	Total
63	Amar Boi (Work Book)	3447	2065	2745	1597	4320	4040	2086	1341	1530	3785	10	26966
	Exercise Books	3447	2065	2745	1597	4320	4040	2086	1341	1530	3785	10	26966

District: Bandarban

Dist. Code	Subject	Ruma	Roang sori	Thanchi	Lama	Naikhon sori	Ali kadam	Sadar	Sample Copies	Total
64	Amar Boi (Work Book)	1045	1740	1895	5562	2770	2500	3328	7	18847
	Exercise Books	1045	1740	1895	5562	2770	2500	3328	7	18847

Package and Lot Summary :

Package No	Lot No.	No. of Books	No. of District	Comments
P4 - P21	L - 101	1050362	10	
	L - 102	991212	12	
	L - 103	1136926	11	
P4 - P22	L - 104	947012	10	
	L - 105	1288398	10	
	L - 106	1449138	11	
Total=		6863048	64	