Government of the People's Republic of Bangladesh

BAN (44167-015): Flood and Riverbank Erosion Risk Management Investment Program - Project 2

BIDDING DOCUMENT

for Supply of Geotextile bags for Adaptation Works of completed works under JMREMP & FRERMIP Tranche-1 Project

Procurement of Goods

Single-Stage: One Envelope
Bidding Procedure

Issued on: 07 June 2021

Invitation for Bids No.: 04/2020-2021

Package No.: G-04/2020-2021

Purchaser: Bangladesh Water Development Board

Country: Bangladesh

Project Management Office

Bangladesh Water Development Board

Government of the People's Republic of Bangladesh
Bangladesh Water Development Board
44167-015--BAN:Flood and Riverbank Erosion Risk Management Investment Program-Project 2

Memo no. PMO-FRERMIP/T-1/262 Date: 07/06/2021

Invitation for Bids (IFB) No: 04/2020-2021

Date	**07 June 2021**
Project No. and Title	**44167-015-BAN: Flood and Riverbank Erosion Risk Management Investment Program – Project 2**
Contract No. and Title:	**G-04/2020-2021, Supply of Geotextile bags for Adaptation Works of completed works under JMREMP & FRERMIP Tranche-1 Project.**

Deadline for Submission of Bids **28 July 2021, Time: 14.00 hours (Bangladesh standard time (BST))**

1. The **Bangladesh Water Development Board (BWDB)** has requested financing from the Asian Development Bank (ADB) toward the cost of **Flood and Riverbank Erosion Risk Management Investment Program (FRERMIP) – Project 2** and intends to apply part of the proceeds of the financing to payments under the contract named above.

2. The **Bangladesh Water Development Board** ("the Purchaser") invites sealed bids from eligible bidders for the Supply of Geotextile bags for Adaptation Works of completed works under JMREMP & FRERMIP Tranche-1 Project.

3. Open competitive bidding – International advertisement will be conducted in accordance with ADB's **Single Stage: One-Envelope (1S1E)** procedure and is open to all Bidders from eligible countries as described in the Bidding Document.

4. Only eligible bidders with the following key qualifications should participate in this bidding:

   a. Must have successfully completed, as main supplier, within the last five (5) years from the bid submission date, at least one (1) contract or a maximum of four (4) smaller contracts in total amounting to 600 million BDT or 7,000,000 USD with nature, and complexity similar to the scope of supply.

   b. Goods being offered must have been in production by the Bidder for at least five (5) years from the bid submission date.

   c. The Bidder's production facilities must have (i) a minimum production capacity of 40,000 m^2 per day of geotextile material of similar type and specifications; and (ii) been in operation for a minimum of five (5) years from the bid submission date.

5. To obtain further information, bidders may contact:

   Project Director
   PMO-FRERMIP
   BWDB, Pani Bhaban, Level 10, Block-B &D, 72 Green Road
   Dhaka-1215, Bangladesh
   Telephone: +880-2-222230242
   Email: pdjmremp@gmail.com

6. To purchase the Bidding Document in English, eligible Bidders should:

   - write to the e-mail address above requesting for the Bidding Documents for **G-04/2020-2021, Supply of Geotextile bags for Adaptation Works of completed works under JMREMP & FRERMIP Tranche-1 Project.**

- pay a nonrefundable fee of **7,500 BDT (Seven Thousand Five Hundred Takas).** The method of payment will be through a Pay Order issued by a bank in Bangladesh, or a Demand Draft or Cashier's Check drawn in favor of the Deputy Director, Dhaka Regional Accounting Centre, BWDB, Dhaka, Bangladesh from a bank located in Bangladesh, or a bank transfer to the following bank account:

  Account Name: Upa Porichalok Dhaka Ancholik Hisab Kendro,
  Account No.: 0100003238738
  Branch Routing No.: 135271933
  Swift Code: JANBBDDHDCB
  Name of Bank: Janata bank Limited
  Name of Branch: Dilkusha Corporate Branch, Dhaka-1000,
  E-mail: jb0039@janatabank-bd.com

- The Bidding Document may be collected by an authorized representative of the Bidder from:

  PMO-FRERMIP
  BWDB, Pani Bhaban, Level 10, Block-B &D, 72 Green Road
  Dhaka-1215, Bangladesh
  Telephone: +880-2-222230242

- In case of electronic collection, the Bidding Document will be sent by email upon payment of the fee. Please send the proof of payment to pdjmremp@gmail.com. The bidders will also be allowed to download the Bidding Document from BWDB's website (http://bwdb.gov.bd/live-tender).

- No liability will be accepted for loss or late delivery.

7. **Bid submission**.

Bidders shall deliver their bid:

- At the following address:
  Project Director
  PMO-FRERMIP
  BWDB, Pani Bhaban, Level 10, Block-B &D, 72 Green Road
  Dhaka-1215, Bangladesh
  Telephone: +880-2-222230242

- on or before the deadline: **28 July 2021 14:00 hours (BST).**
- together with a Bid Security as described in Section 2. Data Sheet, ITB 21 of the Bidding Document.

8. Bids will be opened immediately after the deadline for bid submission in the presence of bidders' representatives who choose to attend.

9. Domestic Preference will be applied as stipulated in the Bidding Document.

10. A pre-bid meeting will be held at the office of the Project Director, FRERMIP, at the address stated on **30 June 2021 11:00 a.m. (BST).** Bidders' representatives are invited and encouraged to attend the meeting. Should prospective bidders wish to attend online, please send a request to pdjmremp@gmail.com at least two (2) days before the meeting and a *Zoom* link will then be sent by email.

11. The last selling date of Bidding Document is on **27 July 2021 at 17:00 (BST).**

12. This IFB may also be found on the website of the Bangladesh Water Development Board (https://www.bwdb.gov.bd/), the Central Procurement Technical Unit (https://www.cptu.gov.bd/), and the Business Opportunities of ADB (https://www.adb.org/) respectively.

13. The Bangladesh Water Development Board will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or submission of bids.

14. Notification of award will be issued subject to availability of budget.

15. The financing agreement for this Project has not been signed by the parties and this procurement constitutes advance contracting. Under this situation, ADB's concurrence with the procedures, documentation, or proposal for award, does not commit ADB to finance the Project in question.

07.06.21

(Md. Rafiqul Islam Choubey)
Project Director
PMO-FRERMIP, BWDB
Pani Bhaban, Level 10,
Block-B &D,72 Green Road, Dhaka-1215
Telephone: +880-2-222230242
Email: pdjmremp@gmail.com

Preface

This Bidding Document for Procurement of Goods has been prepared by the Bangladesh Water Development Board and is based on the Standard Bidding Document for the Procurement of Goods issued by the Asian Development Bank dated June 2018.

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A. General

1. Scope of Bid

1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6 (Schedule of Supply). The name, identification, and number of lots of the open competitive bidding (OCB) are provided in the BDS.

1.2 Throughout this Bidding Document,

(a) the term "in writing" means communicated in written form and delivered against receipt;

(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and

(c) "day" means calendar day.

2. Source of Funds

2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "ADB") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.

2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.

3. Fraud and Corruption

3.1 ADB's Anticorruption Policy (1998, as amended to date) requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB

(a) defines, for the purposes of this provision, the terms set forth below as follows:

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

(ii) "fraudulent practice" means 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;

(iii) "coercive practice" means 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;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;

(vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;

(vii) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation, or deliberately making false statements to investigators, with the intent to impede an ADB investigation; (b) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (c) deliberate acts intended to impede the exercise of ADB's contractual rights of audit or inspection or access to information; and

(viii) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vii) above and the following: violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;

(d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate[1] in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported

[1] Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

(e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

3.2 All Bidders, consultants, contractors, suppliers and other third parties engaged or involved in ADB-related activities have a duty to cooperate fully in any screening or investigation when requested by ADB to do so. Such cooperation includes, but is not limited to, the following:

(a) being available to be interviewed and replying fully and truthfully to all questions asked;
(b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
(c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
(d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
(e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
(f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

3.3 All Bidders, consultants, contractors and suppliers shall ensure that, in its contract with its sub-consultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors and other third parties similarly undertake the foregoing duty to cooperate fully in any screening or investigation when requested by ADB to do so.

3.4 The Purchaser hereby puts the Bidder on notice that the Bidder or any joint venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its joint venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.

3.5 Furthermore, Bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1 (a)(iii) of the General Conditions of Contract.

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5-or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture,

(a) all parties to the Joint Venture shall be jointly and severally liable; and

(b) the Joint Venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:

(a) they have controlling shareholders in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of this Bid; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or

(e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint Venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)–(d) above, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one Bid; or

(f) a Bidder, Joint Venture partner, associates, parent company or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the Bid; or

(g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as

Project Manager for the contract; or

(h) a Bidder would be providing goods, works, or nonconsulting 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.

4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.

4.5 Government-owned enterprises in the Purchaser's country shall be eligible 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.

4.6 A Bidder shall not be under suspension from Bidding by the Purchaser as a result of the execution of a Bid–Securing Declaration.

4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4.8 Firms shall be excluded if 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 persons or entities in that country.

5. Eligible Goods and Related Services

5.1 All Goods and Related Services to be supplied under the Contract and financed by ADB, shall have their country of origin in eligible source countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such Goods and Related Services.

5.2 For purposes of this clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.

5.3 The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

B. Contents of Bidding Document

6. Sections of the Bidding Document

6.1 The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

PART I Bidding Procedures

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation and Qualification Criteria (EQC)
- Section 4 Bidding Forms (BDF)
- Section 5 Eligible Countries (ELC)

PART II Supply Requirements

- Section 6 Schedule of Supply (SS)

PART III Conditions of Contract and Contract Forms

- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms (COF)

6.2 The IFB issued by the Purchaser is not part of the Bidding Document.

6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.

7. Clarification of Bidding Document

7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3.

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 the Bids, pursuant to ITB 24.2.

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;

(b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;

(c) alternative Bids, if permissible, in accordance with ITB 13;

(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;

(e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;

(f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

(g) documentary evidence in accordance with ITB 18 and ITB 31, that the Goods and Related Services conform to the Bidding Document;

(h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and

(i) any other document required in the BDS.

12. Bid Submission Sheet and Price Schedules

12.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section 4 (Bidding Forms). This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.

13. Alternative Bids

13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 32.3

14.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the Bid.

14.4 The Bidder shall quote discounts and the methodology for their application in the Bid Submission Sheet.

14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.

14.6 Prices shall be quoted as specified in each Price Schedule included in Section 4 (Bidding Forms). The disaggregation 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

(a) for Goods offered from within the Purchaser's country:

(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 goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;

(ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and

(iii) the total price for the item.

(b) for Goods offered from outside the Purchaser's country:

(i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;

(ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS; and

(iii) the total price for the item.

(c) for Related Services whenever such are specified in the Schedule of Supply:

(i) the local currency cost component of each item comprising the Related Services; and

(ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.

14.7 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 nonresponsive and shall be rejected, pursuant to ITB 31. If in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with Clause 15.2 of the General Conditions of Contract in Section 7, a Bid submitted with a fixed price will also be treated as non-responsive and be rejected.

14.8 If so indicated pursuant to ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their bid the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

15.1 Bid prices shall be quoted in the following currencies:

(a) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly.

(b) If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB 4, Bidders shall

(a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and

(b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.

17. Documents Establishing the Eligibility of the Goods and Related Services

17.1 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 4 (Bidding Forms).

18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document

18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Supply of Supply).

18.2 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 those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).

18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), 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 Section 6 (Schedule of Supply).

19. Documents Establishing the Qualifications of the Bidder

19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section 3 (Evaluation and Qualification Criteria).

19.2 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.

19.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be 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.

20. Period of Validity of Bids

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

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended 28 days beyond the deadline of the extended bid validity 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.

21. Bid Security/ Bid-Securing Declaration

21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.

21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.

21.3 If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:

(a) an unconditional bank guarantee,

(b) an irrevocable letter of credit,

(c) a cashier's or certified check, or

(d) SWIFT message in the form of MT760.

all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms), or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.

21.4 Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the Purchaser as nonresponsive.

21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned promptly upon the successful Bidder's furnishing of the performance security pursuant to ITB 45.

21.6 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract Agreement and furnished the required performance security.

21.7 The bid security may be forfeited or the Bid-Securing Declaration executed, if

(a) notwithstanding ITB 26.3, a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB 20.2; or

(b) the successful Bidder fails to

(i) sign the Contract Agreement in accordance with ITB 44;

(ii) furnish a performance security in accordance with ITB 45; or

(iii) accept the arithmetical corrections of its bid in accordance with ITB 33.

21.8 If the bid security is required as per ITB 21.1, the bid security of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security shall be in the name of any or all of the Joint Venture partners. If the Bid-Securing Declaration is required as per ITB 21.1, the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

22. Format and Signing of Bid

22.1 The Bidder shall prepare one original set 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.

22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. 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. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the period stated in the Purchaser's request shall cause the rejection of the Bid. If either the Bid Submission Sheet or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.

22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

23. Sealing and Marking of Bids

23.1 Bidders may always submit their bids by mail or by hand. When so specified in the BDS, Bidders have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

(a) Bidders submitting Bids by mail or by hand shall enclose the original and each copy 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. The rest of the procedure shall be in accordance with ITB 23.2 and ITB 23.3.

(b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.

23.2 The inner and outer envelopes shall

(a) bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB 24.1;

(c) bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the BDS; and

(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB 27.1.

23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

24. Deadline for Submission of Bids

24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.

24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document 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.

25. Late Bids

25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution, and Modification of Bids

26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except for withdrawal notices, which do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be

(a) prepared and submitted in accordance with ITB 22 and ITB 23 (except for withdrawal notices, which do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.

26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.

26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

27. Bid Opening

27.1 The Purchaser shall open the Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened, read out, recorded, and exchanged for the corresponding Bid being substituted. The substituted Bid shall not be opened, but returned unopened 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 and recorded at bid opening. Envelopes marked "MODIFICATION" shall be opened, read out, and recorded 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 and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), discounts, and alternative offers; the presence of a bid security or a Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1.

27.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, any discounts, and alternative offers if they were permitted; and the presence or absence of a bid security or Bid-Securing Declaration, 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 who submitted bids on time, and posted online if electronic bidding was permitted.

E. Evaluation and Comparison of Bids

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of Contract award.

28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 33.

29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

30. Deviations, Reservations, and Omissions

30.1 During the evaluation of Bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding Document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

31. Determination of Responsiveness

31.1 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.

31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would

(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or

(ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

31.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.

31.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32. Nonmaterial Nonconformities

32.1 Provided that a Bid is substantially responsive, the Purchaser may waive nonconformities in the bid that do not constitute a material deviation, reservation, or omission.

32.2 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. Requesting information or documentation on such nonconformities 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.

32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).

33. Correction of Arithmetical Errors

33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

(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.

33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected, and its bid security may be forfeited, or its Bid-Securing Declaration executed.

34. Conversion to Single Currency

34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.

35. Domestic Preference

35.1 Unless otherwise specified in the BDS, domestic preference shall not apply.

36. Evaluation and Comparison of Bids

36.1 The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodologies shall be permitted.

36.2 To evaluate a Bid, the Purchaser shall consider the following:

(a) the bid price as quoted in accordance with ITB 14;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;

(c) price adjustment due to discounts offered in accordance with ITB 14.4;

(d) adjustment for nonmaterial nonconformities in accordance with ITB 32.3:

(e) assessment whether the bid is abnormally low in accordance with ITB 37; and

(f) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and

(g) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34.

36.3 The Purchaser's evaluation of a bid will exclude and not take into account,

(a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;

(b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and

(c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

36.4 If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Bid Submission Sheet, is specified in Section 3 (Evaluation and Qualification Criteria).

36.5 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 36.2.

37. Abnormally Low Bids

37.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.

37.2 When the offered bid price appears to be abnormally low, the Purchaser shall undertake a three-step review process as follows:

(a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;

(b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and

(c) decide whether to accept or reject the bid.

37.3 With regard to ITB 37.2 (b) above, the Purchaser will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the goods or services proposed.

37.4 After examining the explanation given and the detailed price analyses presented by the bidder, the Purchaser may:

(a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;

(b) accept the bid, but require that the amount of the performance security be increased at the expense of the bidder to a level sufficient to protect the Purchaser against financial loss. The amount of the performance security shall generally be not more than 20% of the contract price; or

(c) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next lowest evaluated bid, if required

38. Post-qualification of the Bidder

38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the

Bidder, pursuant to ITB 19. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, Subcontractors, or any other firm(s) different from the Bidder.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. The Purchaser reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 35.2. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

39.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

40. Notice of Intention for Award of Contract

40.1 If Standstill provisions apply as specified in the BDS, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful bidder can challenge the proposed award.

F. Award of Contract

41. Award Criteria

41.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined, in line with ITB 36 to ITB 38 above, to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

42.1 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 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

43. Notification of Award

43.1 Prior to the expiration of the period of bid validity and upon expiry of the standstill period specified in ITB 40.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Purchaser shall transmit the Notification of Award using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Purchaser also notify all other Bidders of the results of the bidding.

43.2 Unless standstill period applies, upon notification of award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

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

43.4 Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period, upon receipt of ADB's confirmation of satisfactory resolution of the complaint, the Borrower shall publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot or package numbers as applicable and the following information:

(a) name of each Bidder who submitted a Bid;

(b) bid prices as read out at bid opening;

(c) name and evaluated prices of each Bid that was evaluated;

(d) name of Bidders whose Bids were rejected and the reasons for their rejection; and

(e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

44. Signing of Contract

44.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Contract Agreement.

44.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

45. Performance Security

45.1 Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, subject to ITB 37, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser. If the institution issuing the performance security is located outside the country of the Purchaser, it shall have a correspondent financial institution located in the country of the Purchaser to make it enforceable.

45.2 Failure of the successful Bidder to submit the abovementioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

46. Bidding-Related Complaints

46.1 The procedures for dealing with Bidding-Related Complaints arising out of this bidding process are specified in the BDS.

Section 2: Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids (IFB) is: **04/2020-2021**
ITB 1.1	The Purchaser is: **Bangladesh Water Development Board Represented by the Project Management Office (PMO), Flood and Riverbank Erosion Risk Management Investment Program (FRERMIP)**
ITB 1.1	The name of the open competitive bidding (OCB) is: **Supply of Geotextile bags for Adaptation Works of completed works under JMREMP & FRERMIP Tranche-1 Project.** The identification number of the OCB is: **G-04/2020-2021** The number and identification of lots comprising this OCB is: **None**
ITB 2.1	The Borrower is: **Bangladesh**
ITB 2.1	The name of the Project is: **Flood and Riverbank Erosion Risk Mitigation Investment Program - Project 2**
B. Contents of Bidding Document	
ITB 7.1	For **clarification purposes** only, the Purchaser's address is: Attention: **Project Director, Flood and Riverbank Erosion Risk Management Investment Program (FRERMIP)–Project 2, Bangladesh Water Development Board** Street address: **Pani Bhaban, 72 Green Road** Floor/Room number: **Level-10, Block-B & D,** City: **Dhaka** ZIP code: **1215** Country: **Bangladesh** Telephone: **+880-2-222230242** E-mail: **pdjmremp@gmail.com**
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: **English**
ITB 11.1 (i)	The Bidder shall submit the following additional documents with its Bid: 1. Certificate of Incorporation of the Bidder as a proof of eligibility. 2. Bidder's Quality Statement confirming compliance with the Technical Specifications under this contract 3. Details on the geotextile and sewing thread: (i) Certification of the type of Geotextile manufactured, (ii) brand name of proposed Geotextile fabric, and sewing thread, and (iii) origin of proposed Geotextile fabric and sewing thread. 4. Characteristics of geotextile and sewing thread: (i) the source of the raw material (either fiber or granular) and (ii) the number, (iii) type(s) and (iv) amount(s) of stabilizer(s) added to the fiber and (v) a Statement of

	Confirmation that the fabric is of polymer type, originating from an eligible source country (listed in Section 5 of the bidding document) and the supply source is ISO 17025 accredited and that the stabilizers originate from an eligible source country (listed in Section 5 of the bidding document) and the supply source is ISO 17025 accredited. 5. A statement evidencing that the polymer complies with the durability criteria of the Technical Specifications in terms of UV exposure, abrasion and oxidation. 6. The (i) name, (ii) address, (iii) phone and fax numbers, (iv) bidder's website, (v) contact person, and (vi) certificate of ISO 17025 accreditation of the laboratories proposed by the Bidder for testing his materials. 7. Samples: (i) One 2 x 4 meters sample of Geotextile fabric, four (4) samples of Geotextile bags and ten (10) meters of sample sewing thread identical with the material and thread intended to be delivered. (ii) Test results of submitted samples from ISO accredited laboratories (the Supplier shall provide three suitable alternative testing facilities) in accordance with the Technical Specifications of Section 6 (Schedule of Supply) (iii) Non submission of samples and lack of documentation on test results shall be considered as major deviation of the bid and, therefore, as grounds for rejection of bids. (iv) Proof that the samples were shipped before the deadline for submission of bids. 8. Evidence of a demonstration filling including photographs and a report (to be provided by the Supplier) that the Geotextile bags can be filled by hand to achieve a fill capacity of 250 kg of dry sand and 275 kg of wet sand with up to 10% moisture content. Any other documents indicated in the Technical Specification of Section 6: Schedule of Supply, and in Section III: Evaluation and Qualification Criteria.
ITB 12.2	The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly shall be considered nonresponsive.
ITB 13.1	Alternative Bids **shall not** be permitted
ITB 14.5	The Incoterms edition is: **Incoterms 2020**
ITB 14.6 (b) (i)	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: **CIP (at Kaijuri, Upazilla-Shahzadpur, District-Sirajganj; at PIRDP, Upazilla-Bera, District-Pabna; at Nagarbari, Upazilla-Bera, District-Pabna; at Chauhalu, Upazilla-Chauhali, District-Sirajganj; at Zafarganj, Upazilla-Shibalaya, District-Manikganj; at Harirumpur, upazilla-Harirumpur, District-Manikganj)** (The Sites are: at Kaijuri, Upazilla-Shahzadpur, District-Sirajganj. It is about 120 km from Dhaka by road via Bangabandhu Bridge. at PIRDP & Nagarbari, Upazilla-Bera, District-Pabna. It is about 190 km from Dhaka by road via Bangabandhu Bridge. at Chauhalu, Upazilla-Chauhali, District- Sirajganj. It is about 90 km from Dhaka by road. at Zafarganj, Upazilla-Shibalaya, District-Manikganj. It is about 70 km from Dhaka by road. at Harirumpur, upazilla-Harirumpur, District-Manikganj. It is about 60 Km from Dhaka by road).

ITB 14.6 (b) (ii)	In addition to the above, the Bidder shall quote prices for Goods offered from outside the Purchaser's country using the following Incoterms: **FOB**
ITB 14.7	The prices quoted by the Bidder shall not be adjustable.
ITB 14.8	Not applicable
ITB 19.2	Bidders must provide appropriate documentation of Certifications of Incorporations that demonstrates that the bidder is authorized to manufacture Geotextiles.
ITB 19.3	Bidders must conduct business within the Purchaser's country.
ITB 20.1	The bid validity period shall be **150 (one hundred fifty)** days.
ITB 21.1	The Bidder shall furnish a bid security in the amount of **Tk. 15,000,000 (Taka fifteen million) <u>OR</u> US$ 177,000 (USD one hundred seventy seven thousand) only.** The Bid Security shall be in the form of Pay Order, Bank Draft issued by a bank of Bangladesh in favor of Deputy Director, Dhaka RAC, BWDB, Dhaka or the Bidder may also submit along with the bid an Unconditional and Irrevocable Bank Guarantee, issued by a scheduled bank of Bangladesh in favor of Project Director, PMO-FRERMIP, BWDB, Dhaka. The currency of the bid security shall be in **BDT <u>OR</u> US$.**
ITB 21.2	**Not applicable.**
ITB 21.4	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Purchaser as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Purchaser shall request the Bidder to submit a compliant bid security within **14 (fourteen)** days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
ITB 22.1	In addition to the original Bid, the number of copies is: 3 (three) copies of exactly the same as the original bid.
ITB 22.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: (a) Power of Attorney clearly specifying and confirming the powers of the nominated Representative to conduct all business during the Bidding process and, in the event the contract is awarded, during the contract execution, in a legally binding manner, binding the Bidders and their heirs or assignees. (b) Bids submitted by an existing or intended JV shall include an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
ITB 22.2	The Bidder shall submit an acceptable authorization within 14 (fourteen) days.

D. Submission and Opening of Bids

ITB 23.1	Bidders **shall not** have the option of submitting their bids electronically.
ITB 23.1 (b)	If Bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: **Not applicable**
ITB 23.2 (c)	The additional identification marks are: **Supply of Geotextile bags for Adaptation Works of completed works under JMREMP & FRERMIP Tranche-1 Project.** **Package No. G-04/2020-2021.** **Samples must be delivered with the same identification marks.**
ITB 24.1	For **bid submission purposes** only, the Purchaser's address is: Attention: **Project Director, Flood and Riverbank Erosion Risk Management Investment Program (FRERMIP)–Project 2, Bangladesh Water Development Board** Street address: **Pani Bhaban, 72 Green Road** Floor/Room number: **Level-10, Block-B & D** City: **Dhaka** ZIP code: **1215** Country: **Bangladesh** **Samples must be delivered to the above address.**
ITB 24.1	**The deadline for bid submission is:** Date: **28 July 2021** Time: **14:00 hours (BST)** The samples may be received on or before 11 August 2021. However, the proof that the samples have been sent to BWDB must be submitted as part of the bid.
ITB 27.1	**The bid opening shall take place at:** **Project Director, Flood and Riverbank Erosion Risk Management Investment Program (FRERMIP)–Project 2, Bangladesh Water Development Board** Street address: **Pani Bhaban, 72 Green Road.** Floor/Room number**: Level-10, Block-B &D** City: **Dhaka** Country: **Bangladesh** Date: **28 July 2021** Time: **Immediately after the deadline for submission of bids**
ITB 27.1	The electronic bid opening procedure shall be as follows: **not applicable**
ITB 27.3	The Bid Submission Sheet and Price Schedules shall be initialed by a minimum of **two** representatives of the Purchaser attending Bid opening. Should prospective bidders wish to attend online, please send a request to pdjmremp@gmail.com at least two (2) days before the meeting and a *Zoom* link will be sent by email.

E. Evaluation and Comparison of Bids	
ITB 34.1	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: **Bangladesh Taka** The source of the selling exchange rate shall be: **Bangladesh Bank website (https://www.bb.org.bd/en/index.php/econdata/exchangerate)** The date for the selling exchange rate shall be: **The date of the deadline for Bid submission**.
ITB 35.1	Domestic preference for manufacturer **shall** apply. The application methodology will be as specified in Section 3 (Evaluation and Qualification Criteria).
ITB 38.2	The qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors **shall not** be permitted.
ITB 40.1	Standstill provisions shall not apply.
F. Award of Contract	
ITB 42.1	Quantity of Geotextile bag supply may be increased or decreased and will be finalized during issuance of NOA and contract signing on the basis of field conditions The maximum percentage by which quantities may be increased is: **15% (Fifteen percent)** The maximum percentage by which quantities may be decreased is: **15% (Fifteen percent)**
ITB 46.1	The procedures for Bidding-Related Complaints are stated in the Procurement Regulations for ADB Borrowers (Appendix 7). The Bidder should submit its complaint following these procedures, in writing, to: For the attention: **Project Director, Flood and Riverbank Erosion Risk Management Investment Program (FRERMIP) – Project 2** Title/position: **Project Director** Purchaser: **Bangladesh Water Development Board** E-mail address: **pdjmremp@gmail.com**

Section 3: Evaluation and Qualification Criteria

Table of Criteria

1. Evaluation Criteria

1.1 Technical Criteria

The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section 6 (Schedule of Supply) shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids.

The goods offered must meet all criteria, parameters and conditions, including test standards through test certificates, mentioned in the Technical Specifications of Section 6: (Schedule of Supply).

In cases, there are reasons for doubt about the quality of material, the Purchaser will carry out necessary tests through an independent laboratory of his choice. Only the bids having offered material which passes such test will be considered for detailed evaluation.

1.2 Domestic Preference

A margin of preference will be granted in the evaluation of bids under this bidding procedures to bids offering the stipulated goods manufactured in **Bangladesh**, when compared to bids offering such goods manufactured elsewhere. The nationality of the manufacturer or supplier is not a condition for such eligibility. The methods and stages set forth hereunder shall be followed in the evaluation and comparison of bids.

1.2.1 For comparison, responsive bids shall be classified in one of the following three groups:

(a) Group A: bids exclusively offering goods manufactured in the country of the Borrower if the bidder establishes to the satisfaction of the Borrower and ADB that (i) labor, raw material, and components from within the country of the borrower will account for 30 percent or more of the EXW price of the product offered, and (ii) the production facility in which those goods will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the time of bid submission.

(b) Group B: all other bids offering goods manufactured in the country of the Borrower.

(c) Group C: bids offering goods manufactured abroad that have been already imported or that will be directly imported.

1.2.2 The price quoted for goods in bids of groups A and B shall include all duties and taxes paid or payable on the basic materials or component purchased in the domestic market or imported, but shall exclude the sales and similar taxes on the finished product. The price quoted for goods in bids of group C shall be on CIF or CIP (Chittagong or Benapole), which is exclusive of customs duties and other import taxes already paid or to be paid.

1.2.3 In the first step, all evaluated bids in each group shall be compared to determine the lowest bid in 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.

1.2.4 If as a result of the comparison under paragraph three above, the lowest evaluated bid is a bid from group C, the lowest evaluated bid 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 the bid from group C, for the purpose of this further comparison only, an amount equal to 15 percent of the CIF or CIP bid price. The lowest evaluated bid determined from this last comparison shall be selected.

1.3 Economic Criteria

1.3.1 Adjustment for Scope

1.3.1.1 Local Handling and Inland Transportation

Costs for inland transportation, insurance, and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to Project Site as defined in Section 6 (Schedule of Supply), shall be quoted in the Price Schedule for Related Services to be Offered from Outside and Within the Purchaser's Country provided In Section 4 (Bidding Forms). These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs will be estimated by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, or other appropriate sources, and added to EXW or CIF or CIP price.

1.3.1.2 Minor Omissions or Missing Items

Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids

1.3.2 Adjustment for Deviations from the Terms of Payment

Deviations from the Terms of Payment as specified in SCC 16.1 are not permitted.

1.3.3 Adjustment for Deviations in the Delivery and Completion Schedule

The Goods covered by this bidding process are required to be delivered in accordance with, and completed within, the Delivery and Completion Schedule specified in Section 6 (Schedule of Supply). No credit will be given for earlier completion. Bids offering late contract performance schedules will be accepted but the Bids shall be adjusted in the evaluation by adding to the Bid Price at the rate of 0.143% of the Bid Price for each day of delay. Bids offering delivery schedules beyond 21 days of the date specified in Section 6 (Schedule of Supply), shall be rejected.

1.3.4 Operation and Maintenance (O&M) Costs

Not applicable.

1.3.5 Spare Parts

Not applicable.

1.3.6 Performance and Productivity of the Goods

Not applicable.

1.4 Multiple Lots (Contracts)

Not applicable.

2. Qualification Criteria

Contract Type B: Custom-Designed, High-Value, and Technically Complex Items

2.1 Eligibility

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.1.1 Nationality

Nationality in accordance with ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet; Forms ELI – 1 and ELI - 2

2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet

2.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet

2.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet; Forms ELI – 1 and ELI - 2

2.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet

2.2 Historical Contract Nonperformance

2.2.1 History of Nonperforming Contracts

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Nonperformance of a contract[a] did not occur as a result of contractor default since 1 January 2017.	Must meet requirement	Must meet requirement	Must meet requirement [b]	Not Applicable	Form CON-1

[a] *Nonperformance, as decided by the Purchaser, shall include all contracts where (a) nonperformance was not challenged by the bidder, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the bidder. Nonperformance shall not include contracts where Purchaser's decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.*

[b] *This requirement also applies to contracts executed by the Bidder as Joint Venture member.*

2.2.2 Suspension Based on Execution of Bid-Securing Declaration

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Not under suspension based on execution of a Bid-Securing Declaration pursuant to ITB 4.6.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet

2.2.3 Pending Litigation

Pending litigation and arbitration criterion shall not apply.

2.3 Experience and Technical Capacity

2.3.1 Contractual Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Successful completion as main supplier within the last five (5) years from the bid submission date, of at least one (1) contract or a maximum of four (4) smaller contracts in total amounting to 600 million BDT or US$ 7 million (or equivalent) with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply).	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 1

2.3.2 Technical Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder shall demonstrate that: (a) the Goods have been in production by the Bidder for at least five (5) years from the bid submission date; and (b) the Bidder's production facilities have been in operation for a minimum of five (5) years from the bid submission date; and (c) the Bidder's has, currently and for at least three (3) years from the bid submission date, facilities producing minimum 40,000 m² per day of geotextile material of similar type and specifications as required in this Bidding Document.	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 2

2.3.3 Production Capacity

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder shall demonstrate[a] that it can supply the type, size, and quantity of the Goods as required by the Purchaser in accordance with the Delivery and Completion Schedule in Section 6 (Schedule of Supply).	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 3

[a] *Bidder shall provide evidence of production output.*

The Bidder shall submit a third-party production capacity assessment certificate from a qualified survey firm, clearly stating the current monthly production capacity of the Geotextile fabric of each proposed production unit. The Bidder shall provide substantiated information to demonstrate that the required times production capacity shall be available to the Bidder during the entire performance of this Contract to ensure strict compliance with the Delivery and Completion Schedule of Section 6.

2.4 Financial Situation

2.4.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of five (5) most recent annual audited financial statements. As a minimum, the Bidder's net worth for at least four (4) of the most recent five (5) annual audited financial statements, calculated as the difference between total assets and total liabilities, should be positive.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN - 1

2.4.2 Size of Operation (Average Annual Turnover)

Criteria	Compliance Requirements				Documents
		Joint Venture			
Requirement	Single Entity	All Partners Combined	Each Partner	One Partner	Submission Requirements
The minimum average annual turnover should be BDT 1,150 million or US$ 13.5 million (or equivalent). This will be calculated as total payments received by the Bidder for contracts completed or under execution over the last five (5) years (years counting backward from the date of publication of IFB in the newspapers).	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 50% of the requirement	Form FIN - 2

2.4.3 Cash Flow Capacity

Criteria	Compliance Requirements				Documents
		Joint Venture			
Requirement	Single Entity	All Partners Combined	Each Partner	One Partner	Submission Requirements
Availability of, or access to, liquid assets, lines of credit, and other finances sufficient to meet cash flow requirement which is 212 million BDT or US$ 2.5 million (or equivalent).	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form FIN - 3

2.4.4 Manufacturer's Qualifications

The manufacturing plant(s) for the Geotextile and thread for sewing the bags must be ISO accredited and having its/their quality control system certified by an accredited registrar or certification body member of the International Accreditation Forum (IAF) and ISO/IEC 17021:2015 certified The plant(s) must be producing geotextile products under a brand name, evidenced by certification from a competent authority in the country of manufacture. Failure of the Bidder to provide such certifications for 5 years (from the bid submission date) with its Bid shall result in the rejection of its Bid.

Section 4: Bidding Forms

Table of Forms

Bid Submission Sheet

- Note -

The Bidder must accomplish the Bid Submission Sheet on its letterhead clearly showing the Bidder's complete name and address.

Date: ______________________
Open Competitive Bidding (OCB) No.: G-04/2020-21
Invitation for Bid (IFB) No.: 04/2020-2021

To: **The Project Director**
Project Management Office (PMO)
Flood and Riverbank Erosion Risk Management Investment Program – Project 2
Bangladesh Water Development Board (BWDB)
Pani Bhaban, 72 Green Road, Block-B & D, 10th Floor, Dhaka-1215

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services:

	Description of Goods	Unit	Quantity
1	Fabrication and supply of Geotextile bags of 1250mm X 1000mm size (Length X Width), having a fill capacity of 250 kg of dry sand	Piece	**1,890,000**
2	Related Services (includes as a minimum insurance, training, transportation to, and delivery at the Site)	Piece	**1,890,000**

Note: The Sites are: at Kaijuri, Upazilla-Shahzadpur, District-Sirajganj. It is about 120 km from Dhaka by road via Bangabandhu Bridge. at PIRDP & Nagarbari, Upazilla-Bera, District-Pabna. It is about 190 km from Dhaka by road via Bangabandhu Bridge. at Chauhalu, Upazilla-Chauhali, District- Sirajganj. It is about 90 km from Dhaka by road. at Zafarganj, Upazilla-Shibalaya, District-Manikganj. It is about 70 km from Dhaka by road. at Harirumpur, upazilla-Harirumpur, District-Manikganj. It is about 60 Km from Dhaka by road.

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

[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]

The total bid price from the price schedules should be entered by the bidder inside this box. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the bid.

(d) The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted, the following discounts shall apply: [*specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies*]

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

Our Bid shall be valid for a period of **150 (one hundred and fifty)** days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(e) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document.

(f) Our firm, including any Subcontractors or Suppliers for any part of the Contract, are registered in eligible countries in accordance with ITB 4.2.

(g) We, including any Subcontractors or Suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.

(h) We are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Document.

(i) Our firm, Joint Venture partners, associates, parent company, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Asian Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.[1]

(j) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the Purchaser's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended or blacklisted, please state details (as applicable to each Joint Venture partner, associate, parent company, affiliate, subsidiaries, Subcontractors, and/or Suppliers):

(i) Name of Institution: ________________
(ii) Period of debarment, ineligibility, or blacklisting [*start and end date*]: ____________
(iii) Reason for the debarment, ineligibility, or blacklisting: ______________________

(k) Our firm's, Joint Venture partners, associates, parent company's affiliates or subsidiaries', including any Subcontractors or Suppliers key officers and directors have not been [*charged or convicted*] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:

(i) Nature of the offense/violation: ________________
(ii) Court and/or area of jurisdiction: ________________
(iii) Resolution [*i.e. dismissed; settled; convicted/duration of penalty*]: ________________
(iv) Other relevant details [*please specify*]: ________________

(l) We understand that it is our obligation to notify ADB should our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers,

[1] These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check www.adb.org/integrity for updates.

be temporarily suspended, debarred or become ineligible to work with ADB or any other Multilateral Development Banks (MDBs), the Purchaser's country, international organizations, and other donor agencies, or any of our key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.

(m) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, are not from a country which is prohibited to export goods to or receive any payments from the Purchaser's country 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.

(n) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].[2]

(o) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.

(p) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [3]

Name of Recipient	Address	Reason	Amount
____________________	____________________	________________	__________
____________________	____________________	________________	__________

(q) 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.

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

(s) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

(t) We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2017, as amended from time to time).

Name ____

In the capacity of ____________________________________

Signed ____

Duly authorized to sign the Bid for and on behalf of ____________________

Date ____

[2] Use one of the two options as appropriate.

[3] If none has been paid or is to be paid, indicate "None."

Price Schedule for Goods to Be Offered from Within the Purchaser's Country

Name of Bidder ____________________ IFB Number ______________ Page ___ of ___

Item	Description	Country of Origin	Domestic Value Added in Percent	Quantity and Unit of Measurement	Unit Price EXW	Total EXW Price per item	Sales and Other Taxes Per Item	Total Price per Item including Taxes
1	2	3	4	5	6	7 = 5 x 6	8	9 = 7 + 8
1	Fabrication and supply of Geotextile bags of 1250mm X 1000mm size (Length X Width), having a fill capacity of 250 kg dry sand.			**1,890,000** pieces				
					Total Amount			

Notes:

Column 4: In accordance with margin of preference ITB 35, if applicable.
Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.

Column 6: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15
Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

Column 8: Payable in the Purchaser's country if Contract is awarded

Name ____

In the capacity of ____________________________________

Signed ____

Duly authorized to sign the Bid for and on behalf of ______________________

Date ____

Price Schedule for Goods to Be Offered from Outside the Purchaser's Country

Name of Bidder ____________________ IFB Number _____________ Page ___ of ___

Item	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price CIF (...) or CIP (...)	Unit Price FOB (...) or FCA (...)	Total Price CIF or CIP per Item	Total Price FOB or FCA per Item
1	2	3	4	5	6	7 = 4 x 5	8 = 4 x 6
1	Fabrication and supply of Geotextile bags of 1250mm X 1000mm size (Length X Width), having a fill capacity of 250 kg dry sand.		**1,890,000** Pieces				
					Total Amount		

Notes:

Columns 5 and 6: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15

Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Name ____________________

In the capacity of ____________________

Signed ____________________

Duly authorized to sign the Bid for and on behalf of ____________________

Date ____________________

Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country

Name of Bidder ____________________ IFB Number _____________ Page ___ of ___

Item No.	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price		Total Price per Item	
				(a) Foreign Currency	(b) Local Currency	(a) Foreign Currency	(b) Local Currency
1	2	3	4	5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)
1	Related Services (includes as a minimum insurance, training, transportation to, and delivery at the Site)		**1,890,000** Pieces				
					Total Amount		

Note: The Sites are: at Kaijuri, Upazilla-Shahzadpur, District-Sirajganj. It is about 120 km from Dhaka by road via Bangabandhu Bridge. at PIRDP & Nagarbari, Upazilla-Bera, District-Pabna. It is about 190 km from Dhaka by road via Bangabandhu Bridge. at Chauhalu, Upazilla-Chauhali, District- Sirajganj. It is about 90 km from Dhaka by road. at Zafarganj, Upazilla-Shibalaya, District-Manikganj. It is about 70 km from Dhaka by road. at Harirumpur, upazilla-Harirumpur, District-Manikganj. It is about 60 Km from Dhaka by road.

Notes:

Columns 5 and 6: Currencies in accordance with ITB 15

Prices are to be quoted inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if the Contract is awarded to the Bidder

Name ____________________

In the capacity of ____________________

Signed ____________________

Duly authorized to sign the Bid for and on behalf of ____________________

Date ____________________

Bid Security
Bank Guarantee

[insert bank's name, and address of issuing branch or office] [4]

Beneficiary:	Flood and Riverbank Erosion Risk Management Investment Program – Project 2 Pani Bhaban, Block-B &D, Level-10, 72 Green Road, Dhaka – 1215
Date:	*[insert date (as day, month, and year)]*
Bid Security No.:	*[insert number]*

We have been informed that *[insert name of the bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date (as day, month, and year)]* (hereinafter called "the Bid") for the execution of *[insert name of contract]* under Invitation for Bids No. *[insert IFB number]* ("the IFB").

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

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

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or

(c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.[5]

[Authorized signature(s) and bank's seal (where appropriate)]

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4 All italicized text is for use in preparing this form and shall be deleted from the final document.

5 Or 758 as applicable.

Bid-Securing Declaration

Date: *[insert date (as day, month, and year)]*
Bid No.: *[insert number of bidding process]*

To Bangladesh Water Development Board

Attn: Project Director, Flood and Riverbank Erosion Risk Management Investment Program – Project 2, Block-B &D, Level-10, Pani Bhaban, 72 Green Road, Dhaka – 1215

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 Borrower for the period of time of *[insert number of years indicated in ITB 21.2 of the BDS]* starting on the date that we receive a notification from the Purchaser that our Bid-Securing Declaration is executed, 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 Bid Submission Sheet; or

(b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); 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 Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, 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) 28 days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

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

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

Dated on ____________ day of ___________________, ________ *[insert date of signing]*

Corporate seal *(where appropriate)*

Affiliate Company Guarantee

Name of Contract/Contract No.: ______________________________

Name and address of Purchaser: ______________________________
[*together with successors and assigns*].

We have been informed that [*name of Contractor*] (hereinafter called the "Contractor") is submitting an offer for the above-referenced Contract in response to your invitation, and that the conditions of your invitation require its offer to be supported by an affiliate company guarantee.

In consideration of you, the Purchaser, awarding the Contract to the Contractor, we [*name of affiliated company*] irrevocably and unconditionally guarantee to you, as a primary obligation, that (i) throughout the duration of the Contract, we will make available to the Contractor our financial, technical capacity, expertise and resources required for the Contractor's satisfactory performance of the Contract; and (ii) we are fully committed, along with the Contractor, to ensuring a satisfactory performance of the Contract.

If the Contractor fails to so perform its obligations and liabilities and comply with the Contract, we will indemnify the Purchaser against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Purchaser under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Purchaser and the Contractor from time to time. We hereby authorize them to agree on any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Purchaser to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Purchaser, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) that governs the Contract and any dispute under this guarantee shall be finally settled under the [*Rules or Arbitration provided in the Contract*]. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed by:………………………………………………	Signed by: ………………………………………………
(*signature*)	(*signature*)
………………………………………………	………………………………………………
(*name*)	(*name*)
………………………………………………	………………………………………………
(*position in parent/subsidiary company*)	(*position in parent/subsidiary company*)

Date:………………………………………………

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Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the following information requested in the corresponding Information Sheets.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of a Joint Venture, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone number(s), fax number(s) and e-mail address)	

Attached are copies of the following documents:

- ☐ 1. In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2
- ☐ 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2
- ☐ 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1
- ☐ 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5

Form ELI - 2: Joint Venture Information Sheet

Each member of the Joint Venture must fill out this form separately.

Joint Venture Information	
Bidder's legal name	
Joint Venture Partner's legal name	
Joint Venture Partner's country of constitution	
Joint Venture Partner's year of constitution	
Joint Venture Partner's legal address in country of constitution	
Joint Venture Partner's authorized representative information (name, address, telephone number(s), fax number(s) and e-mail address)	
Attached are copies of the following documents: ❑ 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 ❑ 2. Authorization to represent the firm named above, in accordance with ITB 22.2 ❑ 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5	

Form CON – 1: Historical Contract Nonperformance

For Contract type B, each Bidder must fill out this form in accordance with Criteria 2.2.1 and 2.2.3 of Section 3 (Evaluation and Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: ________________

History of Nonperforming Contracts

Choose one of the following:

- ☐ No nonperforming contracts.
- ☐ Below is a description of nonperforming contracts involving the Bidder (or each Joint Venture member if Bidder is a Joint Venture).

Year	Description	Amount of Nonperformed Portion of Contract ($ equivalent)	Total Contract Amount ($ equivalent)
[insert year]	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Purchaser: *[insert full name]* Address of Purchaser: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*	*[insert amount]*

Form EXP - 1: Contractual Experience

<table>
<tr><th colspan="4">Contractual Experience</th></tr>
<tr><td colspan="2">Contract No . . . . . . of . . . . . .</td><td colspan="2">Contract Identification</td></tr>
<tr><td colspan="2">Award Date</td><td colspan="2">Completion Date</td></tr>
<tr><td>Role in Contract</td><td>❑ Manufacturer</td><td>❑ Supplier</td><td>❑ Subcontractor</td></tr>
<tr><td>Total Contract Amount</td><td colspan="3">$</td></tr>
<tr><td>If partner in a joint venture or subcontractor, specify participation of total contract amount</td><td>Percent of Total</td><td colspan="2">Amount</td></tr>
<tr><td>Purchaser's name
Address
Telephone/Fax Number
E-mail</td><td colspan="3"></td></tr>
<tr><th colspan="4">Description of the Similarity in Accordance with Criterion 2.3.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)</th></tr>
<tr><td>Successful completion as main supplier within the last five (5) years from the bid submission date, of at least one (1) contract or a maximum of two (2) smaller contracts in total amounting 600 million BDT or 7,000,000 USD with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply).</td><td colspan="3"></td></tr>
</table>

Form EXP - 2: Technical Experience

Technical Experience	
Name of Product:	
Manufacturer:	**Address and Nationality:**
Requirements in Accordance with Criterion 2.3.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)	
(i) the Goods have been in production by the Bidder for at least five (5) years from the bid submission date	
(ii) the Bidder's production facilities have been in operation for a minimum of five (5) years from the bid submission date	
(iii) the Bidder's has, currently and for at least three (3) years from the bid submission date, facilities producing minimum 40,000 m^2 per day of geotextile material of similar type and specifications as required in this Bidding Document.	

Form EXP - 3: Production Capacity

Fill out one (1) form per product and Bidder.

Production Capacity	
Name of Product:	
Manufacturer:	**Address and Nationality:**
Requirements in Accordance with Criterion 2.3.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)	
Production facility 1 (include location):	
Production facility 2 (include location):	
Production facility 3 (include location):	

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: ________________

	Financial Data for Previous ___ Years [$ Equivalent]				
	Year 1:	**Year 2:**	**Year 3:**	**Year 4:**	**Year 5:**
	Information from Balance Sheet				
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth = TA-TL					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital = CA – CL					

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN - 3.

Information from Income Statement

Total Revenues					
Profits Before Taxes					
Profits After Taxes					

☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last five (5) years, as indicated above, complying with the following conditions:

- Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
- Historical financial statements must be audited by a certified accountant.
- Historical financial statements must be complete, including all notes to the financial statements.
- Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN - 2: Size of Operation (Average Annual Turnover)

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: ___________________

Annual Turnover Data for the Last Five (5) Years			
Year	Amount Currency	Exchange Rate	$ Equivalent
		Average Annual Turnover	

Form FIN - 3: Cash Flow Capacity

Specify proposed sources of financing, such as working capital, liquid assets, lines of credit, and other financial resources (other than any contractual advance payments) available to meet the cash flow requirements indicated under Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria).

Financial Resources		
No.	**Source of financing**	**Amount ($ equivalent)**
1		
2		
3		

Section 5: Eligible Countries

This section contains the list of eligible countries.

Regional Members

1. Afghanistan
2. Armenia
3. Australia
4. Azerbaijan
5. Bangladesh
6. Bhutan
7. Brunei Darussalam
8. Cambodia
9. China, People Republic of
10. Cook Islands
11. Fiji
12. Georgia
13. Hong Kong, China
14. India
15. Indonesia
16. Japan
17. Kazakhstan
18. Kiribati
19. Korea, Republic of
20. Kyrgyz Republic
21. Lao PDR
22. Malaysia
23. Maldives
24. Marshall Islands
25. Micronesia, Federated States of
26. Mongolia
27. Myanmar
28. Nauru
29. Nepal
30. New Zealand
31. Niue
32. Pakistan
33. Palau
34. Papua New Guinea
35. Philippines
36. Samoa
37. Singapore
38. Solomon Islands
39. Sri Lanka
40. Taipei,China
41. Tajikistan
42. Thailand
43. Timor-Leste
44. Tonga
45. Turkmenistan
46. Tuvalu
47. Uzbekistan
48. Vanuatu
49. Viet Nam

Non-regional Members

1. Austria
2. Belgium
3. Canada
4. Denmark
5. Finland
6. France
7. Germany
8. Ireland
9. Italy
10. Luxembourg
11. The Netherlands
12. Norway
13. Portugal
14. Spain
15. Sweden
16. Switzerland
17. Turkey
18. United Kingdom
19. United States

Section 6: Schedule of Supply

Contents

1. List of Goods and Related Services

Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity
1	Geotextile bag 1250mm X 1000mm	Fabrication and supply of Geotextile bags of 1250mm X 1000mm size (Length X Width), having a fill capacity of 250 kg of dry sand	Piece	**1,890,000**
2	Related Services	Related Services (includes as a minimum insurance, training, transportation to, and delivery at, the Site)	Piece	**1,890,000**

Note: The Sites are: at Kaijuri, Upazilla-Shahzadpur, District-Sirajganj. It is about 120 km from Dhaka by road via Bangabandhu Bridge. at PIRDP & Nagarbari, Upazilla-Bera, District-Pabna. It is about 190 km from Dhaka by road via Bangabandhu Bridge. at Chauhalu, Upazilla-Chauhali, District- Sirajganj. It is about 90 km from Dhaka by road. at Zafarganj, Upazilla-Shibalaya, District-Manikganj. It is about 70 km from Dhaka by road. at Harirumpur, upazilla-Harirumpur, District-Manikganj. It is about 60 Km from Dhaka by road.

2. Delivery and Completion Schedule

The delivery period shall follow the terms below (Table and Notes):

Item No.	Description of Goods or Related Services	Delivery Schedule (Total Duration 23 Weeks)[7]	Location	Required Arrival Date of Goods or Completion Date for Related Services
1	Fabrication and supply of the first 30% of the total Contract quantity	As per Note on Completion of Delivery below	At upstream of Chauhali in the district of Tangail	As per Note on Completion of Delivery given below
2	Fabrication and supply of the next 40% of the total Contract quantity	As per Note on Completion of Delivery below	At upstream of Chauhali in the district of Tangail	As per Note on Completion of Delivery given below
3	Fabrication and supply of the remaining 30% of the total Contract quantity	As per Note on Completion of Delivery below	At upstream of Chauhali in the district of Tangail	As per Note on Completion of Delivery given below

Notes:

Delivery Location

The delivery location for the Goods shall be at the Site: at Kaijuri, Upazilla-Shahzadpur, District-Sirajganj. It is about 120 km from Dhaka by road via Bangabandhu Bridge. at PIRDP & Nagarbari, Upazilla-Bera, District-Pabna. It is about 190 km from Dhaka by road via Bangabandhu Bridge. at Chauhalu, Upazilla-Chauhali, District- Sirajganj. It is about 90 km from Dhaka by road. at Zafarganj, Upazilla-Shibalaya, District-Manikganj. It is about 70 km from Dhaka by road. at Harirumpur, upazilla-Harirumpur, District-Manikganj. It is about 60 Km from Dhaka by road.

Completion of Delivery

The requirements below shall apply to each item number of Goods above:

a. In the case of Geotextile bags being fabricated and supplied from within the Purchaser's country with Geotextile fabric imported from outside the Purchaser's country, or completed Geotextile bags being supplied from outside the Purchaser's country:

[7] The overall duration of the contract is anticipated to be 52 weeks to enable for all tests and analysis of their results.

(i) Shipment of Geotextile fabric or bags should commence within Four (4) weeks from the date of the confirmation of the Letter of Credit (L/C) by the Beneficiary's Bank, and

(ii) Delivery of 30% of Geotextile bags to the Site shall be completed within eight (8) weeks from the date of confirmation of the Letter of Credit, a further 40% within fifteen (15) weeks from the date of confirmation of the Letter of Credit ,and the remaining 30% within the following four (4) weeks.

b. In the case of Geotextile bags being fabricated and supplied from within the Purchaser's country:

(i) Shipment of Geotextile fabric or bags should commence within three (3) weeks from the date of the confirmation of the Letter of Credit (L/C) by the Beneficiary's Bank, and

(ii) Delivery of 30% of Geotextile bags to the designated site shall be completed within seven (7) weeks from the date of confirmation of the Letter of Credit, a further 40% within fourteen (14) weeks from the date of confirmation of the Letter of Credit ,and the remaining 30% within the following four (4) weeks.

Calculation of the Delivery Period (applicable to each item number)

Notwithstanding any other relevant provision(s) in this respect, except for GCC Clause 32 (Force Majeure), of the General Conditions of Contract, the Delivery period for the supply of the Goods under this Contract shall be calculated (i) in the case of a CIF Contract, from the date of confirmation of the L/C (L/C for CIF cost) by the Beneficiary's Bank, and (ii) in the case of an EXW Contract, from the date of confirmation of the L/C by the Beneficiary's Bank. In all cases, the delivery period shall be counted in calendar days.

Responsibility for Clearance of the Goods (applicable to each item number)

In the case of Goods offered from outside of the Purchaser's country, the Supplier shall clear the Goods from the Port and Customs authorities, or from any relevant authorities, and subsequently transport the Goods to, and deliver them, at the Site. The Purchaser will provide the necessary authorization/ letters to facilitate custom clearance. The charges/ fees towards the cost of custom clearance may be submitted for payment to the Purchaser for reimbursement.

Time for Clearance of Goods at the Port of Entry (applicable to each item number)

The Supplier shall clear the Goods and make arrangements for the transport and delivery of the Goods to the Site. In case of any delay in the clearance of Goods at the port of entry, the delay in days shall be added to the delivery schedule for completion of supply.

Note-1:
For the purposes of this Contract, any percentage of Goods shall mean corresponding percentage of Geotextile bags to be fabricated and delivered to the Site. Evaluation and comparison will be carried out in accordance with the evaluation criteria as provided in Section 3 - Evaluation and Qualification Criteria of the Bidding Documents.

Note-2:
Bids offering a delivery schedule deviating beyond 21 days will be rejected by the Purchaser.

Note-3:
The Supplier [the successful Bidder who will be issued with a Notification of Award] shall be required to submit the final delivery schedule to the Purchaser within 5 (five) days from the date of receipt of the Notification of Award.

3. Technical Specifications

1 General

1.1 Geotextile bags are designed to be filled with the equivalent of 250 kg of selected, dry, local sand and act as underwater multilayer river slope / bed protection, and are subject to hydrodynamic river forces. The geotextile material and the seams of the Geotextile bags are designed to be sufficiently robust to retain the sand fill during their minimum lifetime of fifty (50) years and cope with all loads resulting from filling, handling, transporting, and dumping on the underwater slope and apron. The geotextile shall be stabilized against UV degradation during the time of exposure (stockpiling, filling, and preparation for dumping), as well as to counter aging during the stated above minimum lifetime duration.

1.2 The Supplier shall produce Geotextile bags from specified geotextile material stitched along the two longer sides using thread specified in these Specifications and per Figure 1. The open end of the bags will be closed at the Site under a separate contract of the Purchaser. All Geotextile bags and component materials (Geotextile fabric and sewing thread) shall fully meet all the requirements of these Technical Specifications. Products not meeting these requirements per the Quality Assurance Manual (Clause 2.1) shall be rejected and timely removed from the Site by the Supplier.

2 Quality Assurance

2.1 Before starting production under this Contract, the Supplier shall submit to the Purchaser a Quality Assurance Manual. The manual shall describe the overall quality assurance and quality control processes to be implemented during the production. It shall include technical data sheets for the raw materials (polymer base material and stabilizers) to be used under the Contract, and stipulate a typical lot or batch size suitable for production and testing schedule. The Quality Assurance Manual shall be submitted to the Purchaser not later than fourteen (14) days after the issuance by the Purchaser of the Notice of Intention of Award for formal acceptance.

2.2 The Supplier shall submit (i) certificates from the approved testing laboratory for physical and hydraulic properties and (i) written confirmation of type of raw material and stabilizers (see Table 1) separately for each consignment/shipment of Geotextile bags and make them available to the Purchaser at least one week before the consignment is ready for shipment/delivery (also refer to Section 8 Special Conditions of Contract, Clause 12.1). Durability tests typically having longer test procedures, such as abrasion, UV, oxidation (see Table 2), shall be made available before clearance of the final payment. (also refer to Section 8 Special Conditions of Contract, Clause 12.1).

2.3 The confirmation of durability testing (Table 3 in Clause 4) is for broadening the Purchaser's understanding about the long-term performance of the used material under different environmental conditions. The results will not be used for the acceptance of the supplied material. Based on the proposal of the Supplier about test sequence and testing laboratory, the Purchaser will agree with the selected laboratory the detailed test program. The Supplier will assure the Purchaser in writing that the testing will start at the very beginning of this Contract for timely completion prior to final payment.

2.4 All costs related to quality assurance shall be borne by the Supplier.

3 Sampling and Testing

3.1 Geotextile fabric and sewing thread to be used for the production of the geotextile bags shall be tested under the control of the Purchaser. All tests shall be undertaken in independent, ISO 17025 accredited test laboratories, approved by the Purchaser. The

Supplier shall provide three suitable alternative testing facilities for all stipulated tests to the Purchaser. Suppliers may carry out testing in any eligible country listed in Section 5 and are not bound to conduct all testing in the same testing laboratory. The Purchaser will select one testing laboratory (for each test) from the three alternatives to be employed for all testing during the Contract duration.

3.2 The mean test values of each test shall be within the limits permitted in these Technical Specifications (refer to Section 4). Any materials with mean test values outside these limits will be disqualified and shall not form part of the Goods supplied under this Contract.

3.3 All test results shall be submitted to the Purchaser (also refer to Clause 2.2) and shall include the following details of the laboratories in which the materials have been tested:

(i) Type of test conducted and relevant standard;
(ii) Production lot/ batch and bag number,
(iii) Date of test;
(iv) Name, address, email contact, and contact number of testing laboratory;
(v) webpage of testing laboratory;
(vi) contact person(s) with contact details.

3.4 Testing shall follow ISO standards in their latest version, unless otherwise stated. The Purchaser or Purchaser's representatives reserve the right to supervise sampling of any geotextile material at the production facility(ies), geotextile bags and/or sewing threads and attend any of the test at the approved testing laboratories.

3.5 Any Geotextile bag delivered or intended to be delivered under this Contract or any sewing thread used or to be used may also be tested additionally at the discretion of the Purchaser. This confirmation testing shall be conducted in an independent ISO certified geotextile testing laboratory following the standards given in these Technical Specifications. If differences beyond normal tolerances and fluctuations experienced during the fabrication and testing process are found in the tests, the Supplier shall provide a written explanation for the discrepancies within fifteen (15) days for the Purchaser's consideration. If the discrepancies cannot be explained satisfactorily, the test results of the Purchaser's laboratory shall supersede those of the Supplier's.

3.6 Standards for each type of test are provided in **Error! Reference source not found.**Clause 4. Further guidance for abrasion tests is in Clauses 3.7 and 3.8.

3.7 Testing of abrasion resistance shall follow the standard rotating drum test procedure as per ISO 22182. The remaining strength after the abrasion test is defined in Guidelines for Testing Geotextiles for Navigable Waterways (RPG) 1994 (http://www.baw.de/vip/publikationen/sonder info /richtlinie.php.html).

3.8 The abrasion test procedure shall be modified as follows:

(i) The Supplier shall submit test results from 8 (eight) tested specimen, 4 (four) tested in machine direction (MD) and 4 (four) in cross machine direction (CMD) of the production process.

(ii) In addition to RPG 1994, the O_{90} after abrasion testing shall comply with the minimum criteria given in the Table 2 in Section 4 of these Technical Specifications.

4 Geotextile and Testing Requirements

4.1 All Geotextile fabric and thread shall be of the same composition. The base material shall be 100% virgin polypropylene and the produced geotextile fabric shall contain a suitable amount of stabilizers[8]. The amount and type of added stabilizers shall be quantified by the Supplier. No mixing of polypropylene or polyester fibers, or virgin and recycled material shall be permitted. The type of raw material shall be confirmed for each lot through Infrared Spectroscopy (FTIR) and Differential Scanning Calorimetry (DSC), and the type of stabilizer shall be confirmed through UV Spectroscopy and Oxidation Induction Time (OIT).

4.2 The Geotextile fabric shall be non-woven, and needle punched. Any additional thermal bonding shall be minimal and not affect the flexibility of the bags including their launching behavior under water.

4.3 The base polymer of the geotextile fabric shall be stabilized through defined amounts of specific additives enhancing the durability to:
(a) UV weathering resistance
(b) Oxidization (for polypropylene) guaranteeing a minimum of 50-year lifetime.

4.4 During the production process, confirmation testing of the expected lifetime for the selected combination, types, and quantities of stabilizers of the geotextile fibers will be conducted through rapid aging testing as stipulated in Table 3. The autoclave aging tests will be performed on a set of random samples of geotextile (from the production process or bags) in a testing laboratory of the Purchaser's choice. The Supplier shall add a fixed provisional sum of USD 100,000 to his/her bid to be used fully or partially against the cost of systematic autoclave testing and travel costs of one Purchaser's visit (maximum three persons) to the testing laboratory. This provisional sum is deemed to be included in the unit rates.

Table 1. Physical and Hydraulic Properties Test Standards and Requirements

Properties	**Test Standard**	**Required Test Values**
Type of base polymer	Infrared Spectroscopy (FTIR) and Differential Scanning Calorimetry (DSC) according to EN ISO 11357-3	100% polypropylene
Type and amount of stabilizers	OIT (Oxidation Induction Time) for phenolic stabilizers through Differential Scanning Calorimetry (DSC) according to EN ISO 11357-6; UV Spectroscopy for HALS stabilizers following the method of Freitag (1983)[9]	As provided by Supplier
Characteristic Opening size O_{90}	EN ISO 12956	70 µm +/- 10 µm
Mass per unit area	EN ISO 9864	≥ 400 g/m²
CBR puncture resistance	EN ISO 12236	≥ 4,000 N
Tensile strength (MD and CMD)	EN ISO 10319	≥ 20.0 kN/m
Elongation at maximum force MD	EN ISO 10319	≥ 60% and ≤ 100%
Elongation at maximum force CMD	EN ISO 10319	≥ 40% and ≤ 100%
Permeability, (velocity index for a head loss of 50mm —V_{H50})	EN ISO 11058	≥ 2 x 10^{-3} m/s

CBR = California Bearing Ratio, MD = Machine Direction, CMD = Cross Machine Direction, EN = European Norm, ISO = International Standard Organization

[8] The geotextile fabric produced for the Geotextile bags consists of the base material and stabilizers. The amount of stabilizers is typically within a few percents (for example 2 to 3) of the total geotextile fabric.

[9] W. Freitag (1983): Determination of a Polymeric Light Stabiliser (Chimasorb 944*) in Polypropylene. Fresenius Z. Anal Chem (1983) 316:495-496.

Table 2. Durability Test Standards and Requirements

Properties	Test Standard	Required Test Values
Abrasion	ISO 22182, O_{90} according to EN ISO 12956 and thickness at 2 kPa according to EN ISO 9863-1 and in accordance with Clause 3	After the abrasion test: tensile strength ≥ 75% of specified tensile strength[10], thickness ≥ 75% of original value, O_{90} ≤ 90 µm
Oxidation Induction Temperature (OIT)	ISO 11357-6	N/A
Ageing: Oxidation resistance (For polypropylene geotextile)	EN ISO 13438:2018 method A for 50 years of service life	≥ 50% of original tensile strength before immersion
UV weathering resistance	ASTM D4355 testing in MD. As per design life in Clause 4.3	≥ 70% of original tensile strength before exposure

UV = Ultra Violet; EN = European Norm, ISO = International Standard Organization, ASTM = American Society for Testing and Materials, N/A = Not applicable

Table 3. Durability Confirmation Test Standards and Requirements

Accelerated ageing test (modified standard high pressure autoclave test)	EN ISO 13438, 2004 (with varying duration, temperature, pressure, and pH values, including the base case of 80°C, 50 bar O_2 for 56 days), testing in machine direction. Continuous measurement of oxygen consumption rate, regular tensile tests in accordance with ISO 13934-1. OIT (oxidation induction time), OOT (oxidation onset temperature) as per ISO 11357-6 and HP-OIT (high-pressure oxidation induction time) following ASTM D5885.	Establishing combined Arrhenius and Basic Autoxidation Scheme dependency for time till failure results

EN = European Norm, ISO = International Standard Organization, MD = Machine Direction,

4.5 The thread used by the Supplier for stitching the Geotextile bags shall be made of 100% suitably stabilized polypropylene base material and comply with the requirements in Table 4. The Supplier shall specify the amount and type of stabilizers used, which shall be equivalent to the stabilization of the geotextile material.

Table 4. Minimum Requirements for thread to be used for stitching

Properties	Test standard	Test Values
Tensile strength	ASTM D2256	≥ 20.0 N
Oxidation resistance	EN ISO 13438: 2018, method A for 50 years of service life.	≥ 50% of original tensile strength before immersion
UV spectroscopy	following the method of Freitag (1983) **4	N/A - for ongoing QA purposes.
UV weathering resistance	ASTM D4355*3	≥ 70% of original tensile strength before exposure

UV = Ultra Violet; EN = European Norm, ISO = International Standard Organization, ASTM = American Society for Testing and Materials

[10] In case of non-isotropic material ≥ 14 kN/m for machine direction.

4.6 The completed geotextile bags after stitching shall comply with the requirements in Table 5.

Table 5. Minimum Requirements for Completed Geotextile bags

Properties	Test standard	Test Values	Unit
Minimum Dimensions	N/A	1220 x 950	millimeter
Minimum Seam Strength	EN ISO 10321	18	kN/m

N/A = Not applicable; EN = European Norm, ISO = International Standard Organization

5 Frequency of testing

5.1 The Supplier shall undertake sampling and testing as follows:

- mechanical and hydraulic properties (per Section 4, Table 1) at a frequency of not less than every 50,000 produced Geotextile bags.
- Durability and robustness (per Section 4, Table 2) at a frequency of not less than every 150,000 produced Geotextile bags.
- Durability confirmation test (per Section 4, Table 3) with bags from the first produced lots or batches.
  Thread and seam testing (per Section 4, Tables 4 and 5) at a frequency of not less than every 150,000 produced Geotextile bags.

5.2 On being instructed to do so by the Purchaser, the Supplier, in presence of representatives from the Purchaser, shall take for the purpose of a Control Test:

(i) one approximately square sample of at least 4 m² produced geotextile fabric , and label them providing the following information:

(a) Product name;

(b) Roll and lot/batch number;

(c) Name or abbreviation of the project;

(d) Upper side of geotextile material;

(e) Date on which the sample was taken. or

(ii) four bags from different delivered lots for the purposes of a Control Test by the Purchaser, and label them providing the following information:

(a) Product name;

(b) Roll and lot/batch number, number of individual geobag;

(c) Name or abbreviation of the project;

(d) Upper side of geotextile material;

(e) Date on which the sample was taken.

5.3 The samples will be sent by the Purchaser or his representative to a testing laboratory selected by the Purchaser for a Control Test. This Control Test shall consist of the following tests:

(i) mass per unit area;

(ii) thickness;

(iii) tensile strength at failure in MD and CMD;

(iv) water flow rate;

(v) characteristic opening size;

(vi) CBR puncture resistance;

(vii) abrasion test; and

(viii) UV spectroscopy.

5.4 The costs of the Control Tests stated in Clauses 5.2 and 5.3 shall be fully borne by the Supplier.

5.5 Test results submitted by the Supplier stated in Section 4 can be verified by a maximum four-member team from the Purchaser visiting any of the laboratories where tests will be performed. The Purchaser has the right to visit the laboratory(ies) at any time during the production and testing periods if any doubts as to the quality or test results of the geotextile fabric or bags arise. All costs for a maximum of three overseas visits shall be fully borne by the Supplier.

6 Production of Geotextile bags

6.1 At least one week prior to the start of Geotextile bag production, the Supplier shall provide the following information to the Purchaser for his review and acceptance:

(i) Type of base material and type and amount of each stabilizer;
(ii) Sewing thread base material and type and amount of each stabilizer;
(iii) Type of thread;
(iv) Tensile strength at failure of the yarn; and
(v) Test certificates from an independent laboratory selected in advance by the Purchaser certifying these characteristics in line with the testing procedures stated in these Technical Specifications.

6.2 Bags shall be prepared by the Supplier out of strips of geotextile material having double the height of a bag, then folded and stitched along the longitudinal sides (also refer to Figure 1). The top will be stitched after filling at the Site by a contractor to be engaged separately by the Purchaser. There shall be no stitch along the bottom.

6.3 Sewing shall be undertaken by the Supplier by suitable machine. The folded geotextile sheets can be sewn along the machine direction or the cross-machine direction of the geotextile fabric.

6.4 The number of stitches shall not be less than 3.5 per inch (1 inch = 2.54 cm). The stitching shall be two parallel lines (two rows of stitches) of chain stich type 401. The two lines of side stitching shall be within 5 mm distance with a margin of 2 cm from the outer edge of the geotextile to the centerline between the two lines of stitching. The tolerance shall be 3 mm in each direction.

6.5 At the bottom end of each seam (at the folded side) the stitch shall be locked in a manner acceptable to the Purchaser, either by stitching one time back and forth for a length of minimum 2.5 cm from the end of the bag, or by joining the ends of the two threads e.g. by gluing, welding, knotting or other appropriate methods, or by providing additional seam length beyond the end of the bag and demonstrating that the seam does not open.

6.6 Any deviation from the prescribed sewing shall be subject to prior acceptance by the Purchaser after testing of samples and accepting a written report.

7 Marking and Identification

7.1 Marking is required to identify the Supplier and the lot/batch number of the Geotextile bags in the future. Geotextile fabric in standard rolls used for the production of Geotextile bags shall be clearly marked at regular intervals (minimum every meter roll length) with the Supplier's name, type of geotextile and production lot / batch number.

7.2 The Supplier shall sew a label into the side seam of each bag (preferably at the open top pointing into the bag) that shall still be accessible after the bags are filled and the top is stitched closed on site. Each label shall include, printed stamped or clearly written with indelible ink, the Supplier's name, type of geotextile, production lot/batch number, individual number of geotextile bag, and the date of production. The quality and size of the label should follow common garment standards and shall be approved by the Purchaser latest one week before the start of production.

7.3 Each batch of geotextile bags delivered under this Contract shall be packed in standard numbers ("bales") and marked with labels in indelible ink that identify the:

(i) brand and grade,
(ii) production lot number and date of production of geotextile used to produce the bags,
(iii) the numbers of the first and last bags (with continuously numbered bags packaged), and
(iv) the name and signature of the quality control person that certified the full compliance of each bale with these Technical Specifications.

8 Equipment and Pre-Shipment Inspection

8.1 The Purchaser or any of his representatives shall have the right to inspect the manufacturing plant(s) of geotextile fabric and Geotextile bags at the beginning of the production process, during the production of the geotextile fabric and during the production of Geotextile bags, to verify the Supplier's quality assurance process, testing of materials, and to confirm compliance with these Technical Specifications.

8.2 Any overseas production facility(ies) shall be inspected by a maximum three-member team of the Purchaser's representatives prior to, or, at the beginning of the production process. The Purchaser reserves the right to visit the manufacturing facility(ies) again during the process of fabrication of Geotextile material and/or bags. All costs for up to three (3) overseas or domestic inspection visits by the Purchaser or his representatives shall be borne by the Supplier and are deemed to be included in the unit rates for Geotextile bags.

8.3 All production sites with all equipment used for the manufacturing of Geotextile material and/or bags within or outside of Bangladesh shall be made accessible immediately to the Purchaser or any of his representatives at any time without notice.

8.4 The Purchaser reserves the right to employ an independent inspection agent to inspect the Goods prior to shipment from the Supplier's manufacturing plant(s)/factory(ies). Goods may only be shipped after satisfactory inspection records are obtained and accepted by the Purchaser. The cost for these inspections shall be fully borne by the Purchaser.

9 Acceptance/ Rejection

9.1 Geotextile bags not meeting the requirements of these Technical Specifications shall be rejected by the Supplier and not be delivered to the Site or, upon knowledge of defects, shall be removed from the Site by the Supplier within two (2) days.

9.2 The Purchaser shall issue Receiving Certificates at the Site after reception of the Geotextile bags, verifying the quantities and the completeness of all related test certificates and the compliance of the test certificates with these Technical Specifications. A Receiving Certificate qualifies the Supplier for payment in accordance with the payment schedule.

9.3 Upon completion of the Contract and before final acceptance by the Purchaser, the Supplier shall deliver complete documentation of all details related to the production, delivery processes, and all test results, in a format acceptable to the Purchaser. After acceptance of this documentation by the Purchaser, the Purchaser shall issue the Acceptance Certificate to the Supplier.

4. Drawing

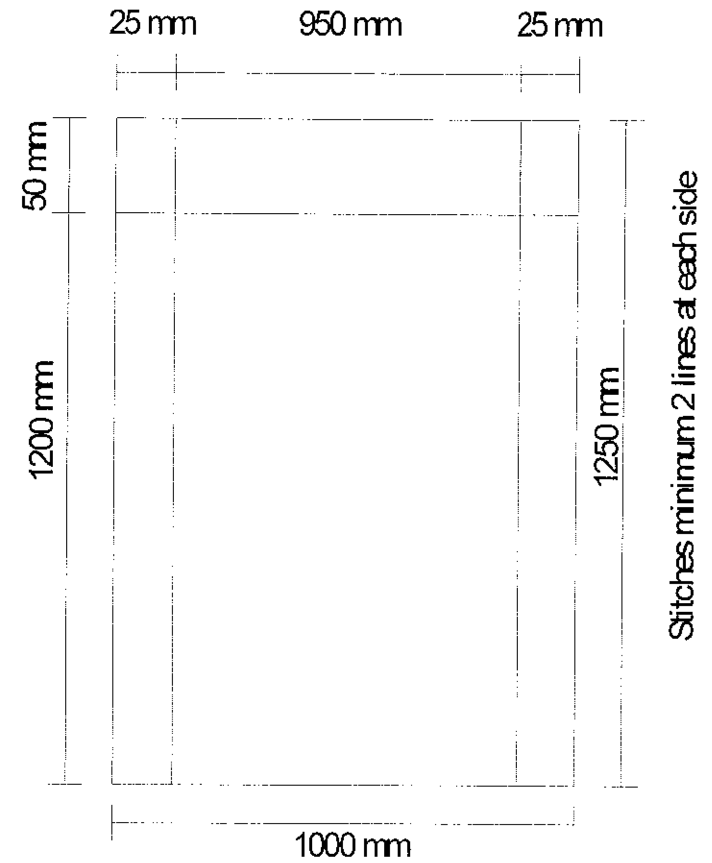

Fig : Geo-Bag (250 kg)

Figure 1 Geotextile bag fabrication drawing (all dimensions are in millimeters)

Section 7: General Conditions of Contract

Table of Clauses

1. Definitions

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

(a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.

(b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

(c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(d) "Day" means calendar day.

(e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

(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) "Eligible Countries" means the countries and territories eligible as listed in Section 5.

(h) "GCC" means the General Conditions of Contract.

(i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(j) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).

(k) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.

(l) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.

(m) "SCC" means the Special Conditions of Contract.

(n) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(o) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

(p) "ADB" is the Asian Development Bank.

(q) "The Site," where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Fraud and Corruption

3.1 ADB's Anticorruption Policy (1998, as amended to date) requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(ix) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(x) "fraudulent practice" means 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;

(xi) "coercive practice" means 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;

(xii) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(xiii) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;

(xiv) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;

(xv) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation, or deliberately making false statements to investigators, with the intent to impede an ADB investigation; (b) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (c) deliberate acts intended to impede the exercise of ADB's contractual rights of audit or inspection or access to information; and

(xvi) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vii) above and the following: violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;

(d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate[1] in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; **and

3.2 All Bidders, consultants, contractors, suppliers and other third parties engaged or involved in ADB-related activities have a duty to cooperate fully in any screening or investigation when requested by ADB to do so. Such cooperation includes, but is not limited to, the following:

(a) being available to be interviewed and replying fully and truthfully to all questions asked;

(b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;

(c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or

[1] Whether as a Contractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the Particular Bidding Document).

issues which are the subject of the investigation;

(d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);

(e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and

(f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

3.3 All Bidders, consultants, contractors and suppliers shall ensure that, in its contract with its sub-consultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors and other third parties similarly undertake the foregoing duty to cooperate fully in any screening or investigation when requested by ADB to do so.

3.4 The Supplier shall permit ADB to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

(a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

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

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

(a) Subject to GCC Subclause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture

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.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, "country of 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 imported components.

8. Notices

8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.

8.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

11. Scope of Supply

11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply).

11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

12. Delivery

12.1 Subject to GCC Subclause 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 Section 6 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

13. Supplier's Responsibilities

13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14. Purchaser's Responsibilities

14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Subclause 14.1.

15. Contract Price

15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

16. Terms of Payment

16.1 The Contract Price shall be paid as specified in the SCC.

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 12 and upon fulfillment of all the obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.

16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.

17. Taxes and Duties

17.1 For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

17.2 For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

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.

18. Performance Security

18.1 The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.

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.

18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 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.

19. Copyright

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.

20. Confidential

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

Information

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.

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 design, procurement, or other work and services required for the performance of the Contract.

20.3 The obligation of a party under GCC Subclauses 20.1 and 20.2 above, however, shall not apply to information that

(a) the Purchaser or Supplier needs to share with ADB 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.

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.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

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

22. Specifications

22.1 Technical Specifications and Drawings

and Standards

(a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6 (Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 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 Section 6 (Schedule of Supply). 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.

23. Packing and Documents

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 final destination of the Goods and the absence of heavy handling facilities at all points in transit.

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.

24. Insurance

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.

25. Transportation

25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Section 6 (Schedule of Supply).

26. Inspections and Tests

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 Section 6 (Schedule of Supply).

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 final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Subclause 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.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 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.

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.

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.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

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 Subclause 26.4.

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 Subclause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods 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 Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

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.

28.2 Subject to GCC Subclause 22.1, 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.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 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 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

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.

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.

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.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Subclause 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

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

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.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 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.

29.3 If the Supplier fails to notify the Purchaser within 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.

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.

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.

30. Limitation of Liability

30.1 Except in cases of gross negligence or willful misconduct,

(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, 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.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, 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.

32. Force Majeure

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.

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.

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.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where 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 Related Services to be provided by the Supplier.

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 and 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 28 days from the date of the Supplier's receipt of the Purchaser's change order.

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.

34. Extensions of Time

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 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

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 Subclause 34.1.

35. Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or

(ii) if the Supplier fails to perform any other obligation under the Contract.

(iii) if the Supplier, in the judgment of the Purchaser has engaged in integrity violations, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 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.

35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

(a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within 28 days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

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. Respectful Work Environment

37.1 The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.

37.2 The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct, and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Purchaser at their first written request.

Section 8: Special Conditions of Contract

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

GCC 1.1(j)	The Purchaser's country is: **People's Republic of Bangladesh**
GCC 1.1(k)	The Purchaser is: **Bangladesh Water Development Board (BWDB)**
GCC 1.1 (q)	The Sites are: **at Kaijuri, Upazilla-Shahzadpur, District-Sirajganj. It is about 120 km from Dhaka by road via Bangabandhu Bridge. at PIRDP & Nagarbari, Upazilla-Bera, District-Pabna. It is about 190 km from Dhaka by road via Bangabandhu Bridge. at Chauhalu, Upazilla-Chauhali, District-Sirajganj. It is about 90 km from Dhaka by road. at Zafarganj, Upazilla-Shibalaya, District-Manikganj. It is about 70 km from Dhaka by road. at Harirumpur, upazilla-Harirumpur, District-Manikganj. It is about 60 Km from Dhaka by road.**
GCC 4.2 (b)	The version of Incoterms shall be: Incoterm **2020 (CIF)**
GCC 5.1	The language shall be: **English** The language for translation of supporting documents and printed literature is: **English**
GCC 8.1	For notices, the Purchaser's address shall be: Attention: **Project Director** **PMO-FRERMIP** **Bangladesh Water Development Board (BWDB)** Street address: **Pani Bhaban, 72 Green Road** Floor/ Room number: **Level-10, Block-B & D,** City: **Dhaka** ZIP code: **1215** Country: **Bangladesh** Telephone: **+880-2-222230242** E-mail: **pdjmremp@gmail.com**
GCC 9.1	The governing law shall be: **The law of the People's Republic of Bangladesh**
GCC 10.2	The formal mechanism for the resolution of disputes shall be: **For a contract with a Foreign Supplier:** In the case of a dispute between the Purchaser and a foreign Supplier, the dispute shall be settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators selected in accordance with said rules. Place of arbitration: London or Paris as selected jointly between the two parties

	For a contract with a Local Supplier: For local Suppliers, the Arbitration Act of 2001 as currently in force in Bangladesh shall prevail. Place of arbitration: Dhaka, Bangladesh
GCC 11.1	The Scope of Supply shall be defined in: **Section 6 (Schedule of Supply) of this bidding document.**
GCC 12.1	Details of shipping and documents to be furnished by the Supplier shall be: 1. **For goods and related service supplied from outside Bangladesh as per Incoterms CIF (Chittagong):** Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by email the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of loading number, and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send following documents to the Purchaser, with a copy to the Insurance Company: (a) 6 copies of Suppliers Invoice showing the description of Goods, quantity, unit price, and total amount; (b) Original and 3 copies of the negotiable, clean, on-board bill of lading, marked "freight prepaid" and 6 copies of non-negotiable bill of lading; (c) 10 copies of packing list identifying contents of each package; (d) Insurance Certificate as per SCC 24.1; (e) Manufacturer's or Suppliers warranty certificate; (f) Inspection certificate, issued by the nominated inspection agency, and the Suppliers' factory inspection report; and (g) Certificate of origin The Purchaser shall receive the above documents at least 1 (one) week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses. 2. **For goods and related services supplied within the Purchaser's country as per Incoterms EXW:** Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser: (a) 6 copies of Supplier's invoice showing the description of Goods, quantity, unit price, and total amount; (b) Delivery note, railway or truck receipt as appropriate; (c) Manufacturer's or Supplier's warranty certificate; (d) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (e) Certificate of origin. The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

	3. **Details of other documents include:** a. The Supplier shall be required to submit to the Purchaser its fabric manufacturing, bag fabrication and delivery schedule within two (2) weeks from the date of receipt of the Notification of Contract Award, fully complying with the delivery and completion schedule. The schedule shall also include the materials to be purchased from its Sub-Suppliers. b. In order to ensure that the manufactured Geotextile fabric is in accordance with the specifications, the Supplier shall adopt suitable quality assurance program (QAP) to control such activities at all points necessary. Such program shall be outlined by the Supplier and shall be finally accepted by the client after discussion before the award of contract. A QAP of the Supplier shall generally cover but not limited to the following: (i) Organizational Structure for the management and implementation of the proposed QAP (ii) Documentation control system (iii) The procedure for the purchase of materials (iv) System for manufacturing including process controls (v) Control of non-conforming items and system for corrective action (vi) Inspection and test procedure for manufacture (vii) System for appraisal of inspection status (viii) System for quality audits (ix) System for authorizing release of manufactured product to the purchaser (x) System for handling, storage and delivery (xi) A Quality Plan detailing out the specific quality control procedure controlling the quality characteristics of the product The documents in serial no. 3 are to be submitted within two (2) weeks of receipt of Notification of Award. Additional documentation provided for acceptance consists of (a) Test certificates for all durability tests as stipulated in Section 6 Schedule of Supply 3, Technical Specifications, Table 2. (b) Test certificates for durability confirmation tests as stipulated in Section 6 Schedule of Supply, 3. Technical Specifications, Table 3.
GCC 15.2	The price adjustment shall be **not applicable.**
GCC 16.1	Payment of the Contract Price shall be made in the following manner: **Advance Payment** 10% of the contract (net of duties and taxes) price as advance payment will be released (e.g. within 28 days of signing of the Contract) against submission of Advance Payment Security in the form of a bank guarantee drawn in favor of the **Project Director**, Flood and Riverbank Erosion Risk Management Investment Program-Project-2,BWDB, Dhaka **or Deputy Director**, Dhaka RAC, BWDB for an amount equal to the amount of the requested advance payment, and the bank guarantee shall be valid till the Goods and related services as applicable, are delivered as requested by the purchaser. The security shall be in the form as specified in Section 9- Contract Forms; **On Shipment/Delivery:** The Purchaser shall pay the Supplier sixty percent (60%) of the contract price of the Goods and Related services, as applicable,

	through irrevocable confirmed letter of credit opened in favor of the "Supplier", in a bank in its country following ADB's commitment procedure, upon submission of documents specified in SCC Clause 12.1. However, if the Suppliers do not take the 10% advance, then the Purchaser shall pay 70% of the contract price. **On Acceptance:** Balance of Thirty percent (30%) of the Contract Price of Goods and Related services, as applicable, through irrevocable confirmed letter of credit opened in favor of the "Supplier", in a bank in its country following ADB's commitment procedure, shall be paid within twenty-eight (28) days of receipt of the Goods at designated sites and upon submission of a claim supported by the acceptance certificate issued by the Purchaser. Note: The total L/C value will be ninety percent (90%) of the contract price of the goods and related services. Before submission of claim for the acceptance certificate, the supplier should submit a comprehensive report which will include details of supply (viz: delivery details, invoices, test report and acceptance certificate from the designated delivery sites including the documents mentioned in SCC 12.1).
GCC 16.4	The currency for payments shall be in [*insert currency*].
GCC 18.1	The Supplier shall provide a Performance Security of **10 percent (10%)** of the Contract Price. The Performance Security shall be denominated in the following amounts and currencies: **in proportion to the Contract Price which can only be specified at the time of awarding the Contract**
GCC 18.3	The forms of acceptable Performance Security are: A bank guarantee in favor of the Purchaser issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format included in Section 9 (Contract Forms), or Pay Order from a scheduled bank located in Dhaka, Bangladesh, or a Demand Draft issued by a scheduled bank in Bangladesh or abroad drawn in favor of the Purchaser and payable in Dhaka, Bangladesh In case the institution issuing the security is located outside Bangladesh, it shall have a correspondent financial institution located in Bangladesh to make it enforceable.
GCC 18.4	Discharge of the Performance Security shall take place: In accordance with GCC Sub-Clause 18.4.
GCC 23.2	The packing, marking, and documentation within and outside the packages shall be: • Every Geotextile bag shall clearly be marked in accordance with the Technical Specifications; • Each roll of Geotextile bags delivered to the Site **shall** be protected in a plastic foil wrapper clearly labelled with number, production lot number and description of the product with manufacturer's details in accordance with the Technical Specifications; • Each batch of Geotextile bags delivered to the Site shall be packed in standard numbers (named bales) and marked with labels that identify the (i) brand and grade, (ii) production lot number and date of production of Geotextile used manufactured the bags, (iii) number of bags, (iv) size of bags, and (v) name and signature of person that certifies the compliance of

	all bags per bale with the Technical Specifications.
GCC 24.1	The insurance coverage shall be in accordance with: pursuant to **GCC, sub-clause 24.1**, the Supplier must insure the Goods in an amount equal to **110 percent (110%)** of the CIF or EXW price of the Goods from "warehouse to designated site" on "All Risks" basis, including War Risks and Strikes. All insurance shall be drawn in favor of the Purchaser.
GCC 25.1	Obligations for transportation of the Goods shall be in accordance with: **Incoterms 2020 CIP (at Kaijuri, Upazilla-Shahzadpur, District-Sirajganj; at PIRDP, Upazilla-Bera, District-Pabna; at Nagarbari, Upazilla-Bera, District-Pabna; at Chauhalu, Upazilla-Chauhali, District- Sirajganj; at Zafarganj, Upazilla-Shibalaya, District-Manikganj; at Harirumpur, upazilla-Harirumpur, District-Manikganj)** (The Sites are: at Kaijuri, Upazilla-Shahzadpur, District-Sirajganj. It is about 120 km from Dhaka by road via Bangabandhu Bridge. at PIRDP & Nagarbari, Upazilla-Bera, District-Pabna. It is about 190 km from Dhaka by road via Bangabandhu Bridge. at Chauhalu, Upazilla-Chauhali, District- Sirajganj. It is about 90 km from Dhaka by road. at Zafarganj, Upazilla-Shibalaya, District-Manikganj. It is about 70 km from Dhaka by road. at Harirumpur, upazilla-Harirumpur, District-Manikganj. It is about 60 Km from Dhaka by road).
GCC 26.2	Tests and Inspections specified in Section 6 (Schedule of Supply), shall be carried out in accordance with the Technical Specifications.
GCC 27.1	The applicable rate for Liquidated Damages for (i) delayed delivery of testing results shall be: US$ 10,000 per calendar day, and (ii) delayed delivery of Geotextile bags to the Site shall be: 0.5 percent (0.5%) of the Contract Price per week or part thereof. The maximum amount of Liquidated Damages shall be: (i) for delayed delivery of testing results: five percent (5%) of the Contract Price, and (ii) for delayed delivery of Geotextile bags to the Site: ten percent (10%) of the Contract Price.
GCC 28.3	The period of validity of the Warranty shall be eighteen (18) months after acceptance of the delivery. The place of final destination shall be: Upstream of Chauhali, Upazilla: Chauhali, District: Sirajganj. It is about 40 km southwest of Tangail District and also about 90 km from Dhaka by road and about 45 km from Aricha by river.
GCC 28.5	The Supplier shall correct any defects covered by the Warranty within **one (1) month** of being notified by the Purchaser of the occurrence of such defects.
GCC 30.1 (b)	The amount of aggregate liability shall be equal to the Contract Price

GCC 37	Replace all references to a 'Contractor' with 'Supplier'.

Section 9: Contract Forms

Table of Forms

Notice of Intention for Award of Contract

[*on letterhead paper of the Purchaser*]

[*date of notification*]

To: [*name of the Bidder*]
Attention: [*insert name of the Bidder's authorized representative*]
Address: [*insert address of the Bidder's authorized representative*]
Telephone/Fax numbers: [*insert telephone/fax numbers of the Bidder's authorized representative*]
E-mail Address: [*insert e-mail address of the Bidder's authorized representative*]

This is to notify you of our intention to award the contract [*insert name of the contract and identification number, as given in the Bid Data Sheet*]. You have [*insert number of days as specified in ITB 40.1 of the BDS*] days from the date of this notification to (i) request for a debriefing in relation to the evaluation of your Bid; and/or (ii) submit a bidding-related complaint in relation to the intention for award of contract, in accordance with the procedures specified in ITB 46.1.

The summary of the evaluation are as follows:

1. List of Bidders

Name of Bidder	Bid Price as Read Out at Opening	Evaluated Bid Price

2. Reason/s Why Your Bid Was Unsuccessful

………
………
………
…………………………………

3. The Successful Bidder

Name of Bidder:	
Address:	
Contract Price:	
Duration of Contract:	
Scope of the Contract Awarded:	
Amount Performance Security Required:	

Authorized Signature: ……………………………………………………………………

Name and Title of Signatory: ……………………………………………………………

Name of Agency: …………………………………………………………………………

Notification of Award

[on letterhead of the Purchaser ----]

Letter of Acceptance

[date]

To: *[name and address of the supplier]*

Subject: Notification of Award Contract No. *[please specify]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the contract and identification number, as given in the Bid Data Sheet]* for the Accepted Contract Amount of the equivalent of *[amount in words and figures 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 and any additional security required as a result of the evaluation of your bid, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature: ....

Name and Title of Signatory: ....

Name of Agency: ....

Attachment: Contract Agreement

Contract Agreement

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

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of the goods and related services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert currency or currencies and amount of contract price in words and figures]* (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   (a) Letter of Acceptance;
   (b) Bid Submission Sheet and the Price Schedules submitted by the Supplier;
   (c) Special Conditions of Contract;
   (d) List of Eligible Countries that was specified in Section 5 of the Bidding Document;
   (e) General Conditions of Contract;
   (f) Schedule of Supply; and
   (g) any other documents shall be added here.

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

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

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

Performance Security

[Bank's name, and address of issuing branch or office]

Beneficiary: .... *[Name and address of the Purchaser]* ....

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

Performance Guarantee No.: ....

We have been informed that *[name of the supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[reference number of the contract]* dated *[date]* with you, for the execution of *[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 Supplier, we *[name of the bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[name of the currency and amount in words]*[1] *[amount in figures]* such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the *[date]* day of *[month]*, *[year]*,[2] and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded. [3]

. . . .

[Signature(s) and seal of bank (where appropriate)]

– Note to Bidder –

If the institution issuing the performance security is located outside the country of the Purchaser, it shall have a correspondent financial institution located in the country of the Purchaser to make it enforceable.

1 The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the Purchaser.

2 Insert the date 28 days after the expected completion date. The Purchaser should note that in the event of an extension of the time 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 Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

3 Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.

Advance Payment Security

[*insert complete name and number of contract*]

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

In accordance with the payment provision included in the Contract, in relation to advance payments, [*insert complete name of the supplier*] (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of [*indicate type of security*], to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of [*insert currency and amount of guarantee in words and figures*].

We, the undersigned [*insert complete name of the guarantor*], legally domiciled in [*insert full address of the guarantor*] (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [*insert currency and amount of guarantee in words and figures*].

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until [*insert date (as day, month, year)*].

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 [*or ICC Publication No. 758 as applicable*].

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

In the capacity of [*insert legal capacity of person signing the Security*]

Signed: [*insert signature of person whose name and capacity are shown above*]

Duly authorized to sign the security for and on behalf of [*insert seal (where appropriate) and complete name of the guarantor*]

Date: [*insert date of signing*]

– Note to Bidder –

If the institution issuing the advance payment security is located outside the country of the Purchaser, it shall have a correspondent financial institution located in the country of the Purchaser to make it enforceable.