

BIDDING DOCUMENT

FOR Procurement of

**Climate Database Management System
(CDMS) with necessary hardware**

**ICB PACKAGE NO.: BMD-G32
UNDER IDA CREDIT NO: 5837-BD**



**BANGLADESH METEOROLOGICAL DEPARTMENT
E-24, AGARGAON, DHAKA-1207.
BANGLADESH.**

Procurement of

Climate Database Management System (CDMS) with necessary hardware

ICB PACKAGE NO. : BMD-G32

PROJECT : BANGLADESH WEATHER AND CLIMATE SERVICES
REGIONAL PROJECT (COMPONENT-A:
STRENGTHENING METEOROLOGICAL INFORMATION
SERVICES AND EARLY WARNING SYSTEMS)

PURCHASER : BANGLADESH METEOROLOGICAL DEPARTMENT

COUNTRY : THE PEOPLE'S REPUBLIC BANGLADESH

ISSUED ON : 06-APRIL-2021

Government of the People's Republic of Bangladesh

BIDDING DOCUMENT

(ICB for Goods)

For

**Procurement of Climate Database Management System
(CDMS) with necessary hardware**

ICB No.: BMD-G32

Project Name: Strengthening Meteorological Information Services and Early Warning Systems (Component-A) of Bangladesh Weather and Climate Services Regional Project (BWCSR)

Purchaser: Bangladesh Meteorological Department (BMD)

Country: Bangladesh

06 April 2021

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

- 1. Scope of Bid**
 - 1.1 In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the BDS**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Competitive Bidding (ICB) procurement are **specified in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in BDS**, toward the project named **in BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
 - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
- 3. Corrupt and Fraudulent Practices**
 - 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified the BDS,** there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the

works that are the subject of the bid; or

- (g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
- (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract

4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

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

- 4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
- 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, installation, training, and initial maintenance.
- 5.3 The term "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 components.

B. Contents of Bidding Document

6. Sections of Bidding Document

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries
- Section VI. Bank Policy-Corrupt and Fraudulent Practices

PART 2 Supply Requirements

- Section VII. Schedule of Requirements

PART 3 Contract

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

6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

- 7. Clarification of Bidding Documents**
- 7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Purchaser shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the**
- 11.1 The Bid shall comprise the following:

- Bid**
- (a) Letter of Bid in accordance with ITB 12;
 - (b) completed schedules, in accordance with ITB 12 and 14
 - (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
 - (d) Alternative bids, if permissible, in accordance with ITB 13;
 - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
 - (g) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
 - (h) documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (i) documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the Bidding Documents;
 - (j) any other document **required in the BDS**.
- 11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 12. Letter of Bid and Price Schedules**
- 12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1. Unless otherwise **specified 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 Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDSA** bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country,

in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods manufactured in 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 the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as **specified in the BDS;**
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS;**
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
 - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference

between (i) and (ii) above;

- (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
- (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS.**
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
 - (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

15. Currencies of Bid and Payment

- 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS.** The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise **specified in the BDS.**
- 15.2 The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services

- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII,

Schedule of Requirements.

- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.
- 17. Documents**
- Establishing the Eligibility and Qualifications of the Bidder**
- 17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, if **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 IV, 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;
 - (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 18. Period of Validity of Bids**
- 18.1. Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB22.1. A bid valid for a shorter period shall

be rejected by the Purchaser as nonresponsive.

- 18.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.
- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
 - (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
 - (b) In the case of adjustable price contracts, no adjustment shall be made.
 - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1. The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.
- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option :
 - (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security **specified in the BDS**,from a reputable source from an eligible country. If the

- unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
- 19.4. If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 42.
- 19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
- 19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder ; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB41; or
 - (ii) furnish a performance security in accordance with ITB 42.
- 19.8. The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 19.9. If a bid security is **not required in the BDS**, pursuant to ITB 19.1, and
- (a) if a Bidder withdraws its bid during the period of bid

validity specified by the Bidder on the Letter of Bid, or

- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB41; or furnish a performance security in accordance with ITB 42;

the Borrower may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.4 Any inter-lineation, 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

21. Sealing and Marking of Bids

- 21.1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2. 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 indicated in ITB1.1; and
 - (d) bear a warning not to open before the time and date for bid opening.
- 21.3. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 22. Deadline for Submission of Bids**
- 22.1. Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**. When **sospecified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.
- 22.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
- 24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

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

25. Bid Opening

25.1. Except as in the cases specified in ITB 23 and 24, the Purchaser shall publicly open and read out in accordance with ITB25.3 all bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1 shall be as **specified in the BDS**.

25.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.

25.3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening in the manner **specified in the BDS**. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late

bids, in accordance with ITB 25.1).

- 25.4. The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders in accordance with ITB 40.
- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) “Deviation” is a departure from the requirements specified in the Bidding Documents;
 - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents
- 29. Determination of Responsiveness**
- 29.1 The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser’s rights or the Bidder’s obligations under the Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.
- 29.4 If a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30. Nonconformities, Errors and Omissions**
- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformity in the Bid.
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or

documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

**31. Correction of
Arithmetical
Errors**

31.1 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 line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

**32. Conversion to
Single Currency**

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

**33. Margin of
Preference**

33.1 **Unless otherwise specified in the BDS,** a margin of preference shall not apply.

**34. Evaluation of
Bids**

34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

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

- (a) evaluation will be done for Items or Lots (contracts), as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.3;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
 - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria
- 34.5 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of

purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).

- 35. Comparison of Bids**
- 35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
- 36. Qualification of the Bidder**
- 36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.
- 36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 37.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 38. Award Criteria**
- 38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be

qualified to perform the Contract satisfactorily.

- 39. Purchaser's Right to Vary Quantities at Time of Award**
- 39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 40. Notification of Award**
- 40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding and shall publish in *UNDB online* the results identifying the bid and lot (contract) numbers and the following information:
- (i) name of each Bidder who submitted a Bid;
 - (ii) bid prices as read out at Bid Opening;
 - (iii) name and evaluated prices of each Bid that was evaluated;
 - (iv) name of bidders whose bids were rejected and the reasons for their rejection; and
 - (v) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.
- 40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.
- 41. Signing of Contract**
- 41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.
- 41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

**42. Performance
Security**

42.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country.

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

Section II. Bid Data Sheet (BDS)

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

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

ITB Clause Reference	A. General
ITB 1.1	The reference number of the Invitation for Bids is : 23.09.0000.090.34.013.21.356 dated 06 April 2021
ITB 1.1	The Purchaser is: Bangladesh Meteorological Department (BMD) represented by the Project Director, Strengthening Meteorological Information Services and Early Warning Systems (Component-A) of Bangladesh Weather and Climate Services Regional Project (BWCSR P).
ITB 1.1	The name of the ICB is: Procurement of Database Management System (CDMS) with necessary hardware. The identification number of the ICB is: BMD-G32 The number and identification of lots (contracts) comprising this ICB is: Single lot
ITB 2.1	The Borrower is: The People's Republic of Bangladesh.
ITB 2.1	Loan or Financing Agreement amount: SDR 79.80 million (IDA Credit No. 5837-BD)
ITB 2.1	The name of the Project is " <i>Strengthening Meteorological Information Services and Early Warning System- Component-A of Bangladesh Weather and Climate Services Regional Project (BWCSR P)</i> ".
ITB 4.1	Maximum number of members in the JV shall be: 2 (Two)
ITB 4.4	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
B. Contents of Bidding Documents	
ITB 7.1	For Clarification of bid purposes only, the Purchaser's address is: Attention: <i>Ahmed Arif Rashid.</i> <i>Project Director, BWCSR Project (Component A)</i> Address: <i>Bangladesh Meteorological Department (BMD) ABHAWA BHABAN, E-24, Agargaon, Dhaka-1207, Bangladesh.</i>

	<p>Telephone: Phone: +88-02- 48110705</p> <p>Facsimile number: +88-02- 58152019</p> <p>Electronic mail address: ahmedarifrashid@gmail.com</p> <p>A pre-bid meeting with the representative of the Bidders (who will attend) will be held on date and at venue mentioned below:</p> <p>Date: 26 April 2021</p> <p>Time: 11: 00 Hours , Bangladesh Standard Time(GMT+6)</p> <p>Venue: Hall Room, 1st Floor, ABHAWA BHABAN, BMD. Agargaon, Dhaka- 1207.</p>
ITB 7.1	Web page: www.bmd.gov.bd
	C. Preparation of Bids
ITB 10.1	<p>The language of the bid is: English.</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English.</p>
ITB 11.1 (j)	<p>The Bidder shall submit the following additional documents in its bid:</p> <p>(i) Legal documents: e.g. Certificate of Incorporation/ Registered Deed of partnership/ Registration of sole proprietorship (including copy of a valid Trade license, VAT Registration Certificate, updated Income Tax Payment Certificate with Tax Identification Number for Bidders from the Purchaser's country), etc. required for operation of similar business as applicable in the Bidder's country;</p> <p>(ii) <u>Manufacturer's printed catalogues, technical documentation</u> and/or brochures supporting the technical specifications/features of the Goods (equipment and software) offered by the Bidder.</p> <p>(iii) Documentary evidence of availability of service facilities, spare parts inventories and service personnel in Bangladesh (own or sub-contracted) for support services of maintenance and repair of the Goods offered. Such evidence should include description of requisite service facilities (including necessary equipment and tools), qualified service personnel (certified by manufacturers/OEMs, if applicable, copies of relevant certificates to be enclosed) and sufficient stock of common spare parts and consumables that may be required during at least the warranty period. In case the required service facilities, personnel and spare parts inventories are not available in Bangladesh at the time of bidding, the Bidder shall provide written commitment to comply with this requirement and establish the service facilities and spare parts inventories and ensure trained and certified service personnel not later than Delivery Date of the Goods. Also, pursuant to BDS/ITB Clause 17.2(b), in case of a Bidder not doing business within the Purchaser's Country, the Bidder shall submit a declaration letter that he is or</p>

	<p>will be (if awarded the contract) represented by an Agent in Bangladesh equipped and able to carry out the Supplier's support service of maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.</p> <p>(iv) Copies of valid ISO certificates (if applicable) of the manufacturers of the Goods offered.</p> <p>(v) Manufacturer's statement of country of origin and country of manufacturer/assemble of Goods offered by the bidder.</p> <p>(vi) Manufacturer's warranty certificate on Goods offered by the bidder.</p> <p>(vii) The bidder must hold and submit copy of Manufacturer's Authorization on this particular bid for the items those are not produced by the bidder itself but offered in the bid. Such Manufacturer's Authorization will be mandatorily required for all ICT hardware items of supply, i.e. at least for Application Server and Data Storage System hardware mentioned in schedule of requirements under Section-VII).</p> <p>(viii) List of recommended spare parts, consumables and instrument/tools, if applicable to cover 5 years of operation of the Goods offered by the Bidder.</p> <p>Note:</p> <p><i>Copies of documents, such as certificates/legal documents/manufacturers' authorizations submitted with the Bid, shall be duly attested by a Bidder's authorized representative or another Bidder's official, empowered to bind the Bidder. Attestation shall include the name, designation, seal and telephone/cell number of such official. However, if required by the law of the country concerned, such copies shall be duly notarized by a Notary or verified by appropriate Chamber of Commerce Official with the name, designation, seal and contact details, as applicable.</i></p>
ITB 13.1	Alternative Bids shall not be considered.
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 14.6	<p>Prices quoted for each lot (contract) shall correspond at least to one hundred percent (100%) of the items specified for each lot (contract).</p> <p>Prices quoted for each item of a lot shall correspond at least to one hundred percent (100%) of the quantities specified for this item of a lot.</p>
ITB 14.7	The Incoterms edition is: Incoterms 2020
ITB 14.8 (b) (i) and (c) (v)	<p>Place of Destination:</p> <p>For delivery by sea: Internal Container Depot (ICD) Kamalapur, Dhaka.</p> <p>For delivery by air: HajratShahjalal International Airport, Dhaka.</p> <p>Noted that the Purchaser shall pay, upon submission of demand note or document of reimbursable, the Customs duties (CD) and Value Added Tax (VAT) and other taxes/levies under Custom Duty Structure of Bangladesh on the imported Goods under the Contract (incurred at the named place of destination). However, customs</p>

	<i>formalities including appointment of, and payment to, clearing and forwarding (C&F) agent, shall be done by the Purchaser. Port dues and all other charges including demurrage charges (if any) at port shall be borne by the Supplier. The contract of carriage shall also include unloading at the named place of destination and respective costs shall be borne by the Supplier.</i>
ITB 14.8 (a)(iii);(b)(ii) and (c)(v)	“Final destination (Project Site)”: ABHAWA BHABAN, BMD, E-24, Agargaon,, Dhaka-1207, Bangladesh
ITB 15.1	The prices shall be quoted by the Bidder in Bangladesh Taka (BDT) or any freely convertible currency subject to a maximum of three (3) foreign currencies. The Bidder is not mandatorily required to quote in the currency of the Purchaser’s Country the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts):At least 5 (Five) years.
ITB 17.2 (a)	Manufacturer’s authorization is required .
ITB 17.2 (b)	After sales service is required . <i>Noted that in case of a Bidder not doing business within the Purchaser’s Country, the Bidder shall submit a declaration / confirmation letter that he is or will be (if awarded the contract) represented by an Agent (or Agents) in Bangladesh (preferably in Dhaka City) equipped and able to carry out the Supplier’s support service of maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract Clause 28 and/or Technical Specifications. In particular, such Agent(s) shall be well-equipped and well-manned with adequate qualified (duly certified/accredited by manufacturers/OEMs, if applicable) Engineer(s)/Technical personnel for providing warranty diagnostics/repairs and support service, including maintenance and system up-gradation of the offered Goods, and spare parts stocking obligations at least during the warranty period prescribed by GCC/SCC Sub-Clause 28.3. The Bidder shall ensure that such service facilities, service personnel and spare parts stock are made available not later than the Delivery Date of the Goods.</i>
ITB 18.1	The bid validity period shall be: 120 (One Hundred Twenty) days from the Bid submission deadline date.
ITB 18.3 (a)	Not applicable
ITB 19.1	A bid security shall be required . A Bid-Securing Declaration shall not be required. The amount and currency of the bid security shall be US\$ 23,500.00 or BDT 2,000,000.00 or equivalent amount in any other freely convertible currency (determined at the exchange rate established by the source specified in ITB/BDS Sub-Clause 32.1 for the date -10 days ahead of Bid submission deadline date).

ITB 19.3 (d)	<p>The bid security shall be an unconditional guarantee issued by a scheduled Bank in Bangladesh in accordance with the Form of Bid Security (bank guarantee) included in Section IV, Bidding Forms.</p> <p>In case of bid security issued by a bank located outside of the Purchaser's country, it should be endorsed by a scheduled bank in Bangladesh.</p> <p>Other types of acceptable securities: None.</p>
ITB 19.9	Not applicable
ITB 20.1	<p>In addition to the original of the Bid, the number of copies is: 2(Two).</p> <p>Additionally, a soft copy of the entire bid in PDF format (saved on a USB flash drive or CD/DVD) shall be provided in the envelope with original of the Bid. In case of any inconsistency, the hard (paper) version of original Bid shall prevail.</p>
ITB 20.2	<p>The written confirmation of authorization to sign the Bid on behalf of the Bidder shall consist of Power of Attorney (PoA) with supporting document(s) that the person(s) signing the PoA has the authority to delegate his/her authority to another person (such as, extract from trade register, constitutional document or board resolution).</p> <p>In case the Bidder authorizes a person, who is not the payroll employee of the Bidder, the Bidder and the authorized person must have an Agent Agreement with specific roles and responsibilities with respect to this procurement.</p> <p><i>Original or notarized copy of the Power of Attorney shall be submitted. Copies of supporting documents and Agent Agreement (if applicable), shall be attested by the Bidder's authorized executive or notarized, as applicable.</i></p>
D. Submission and Opening of Bids	
ITB 22.1	<p>For bid submission purposes only, the Purchaser's address is:</p> <p>Attention: <i>Ahmed Arif Rashid</i> <i>Project Director, BWCSR Project (Component-A)</i></p> <p>Address: <i>Hall Room No (First Floor), ABHAWA BHABAN, Bangladesh Meteorological, Department, E-24, Agargaon, Dhaka-1207, Bangladesh.</i></p> <p>Telephone: Phone: +88-02- 48110705</p> <p>Facsimile number: +88-02- 58152019</p> <p>Electronic mail address: ahmedarifrashid@gmail.com</p> <p>The <u>deadline for bid submission</u> is:</p> <p>Date: 27 May 2021</p> <p>Time: 12:00 Hours, Bangladesh Standard Time(GMT+6)</p>

	Bidders shall not have the option of submitting their bids electronically.
ITB 25.1	<p>The bid opening shall take place at:</p> <p>Address/Venue: <i>Hall Room (First Floor), ABHAWA BHABAN, Bangladesh Meteorological Department, E-24, Agargaon, Dhaka-1207, Bangladesh.</i></p> <p>Date: 27 May 2021</p> <p>Time: 12:30 Hours, Bangladesh Standard Time (GMT +6)</p> <p>Bidders shall not have the option of submitting their bids electronically.</p>
ITB 25.3	<p>The Letter of Bid and Price Schedules shall be initialed by at least 3 (three) representatives of the Purchaser conducting Bid opening.</p> <p><i>Each Bid shall be initialed by at least 3 (three) representatives of the Purchaser and shall be numbered, any modification to the unit or total price shall be initialed by at least 3 (three) representatives of the Purchaser.</i></p>
E. Evaluation and Comparison of Bids	
ITB 32.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Bangladesh Taka (BDT)</p> <p>The source of exchange rate shall be Bangladesh Bank. http://www.bangladeshbank.org.bd/econdata/exchangerate.php</p> <p>If the exchange rates are not available from the above source on the particular date, the exchange rates published in the Wall Street Journal would be used for currency conversion in US Dollar.</p> <p>The date of the exchange rate is 10 (Ten) days before the submission deadline of this of Bid pursuant to ITB/BDS Sub-Clause 22.1.</p> <p>The exchange rate shall be the selling rate available from the above source on this date (i.e. 10 days before the submission deadline of this bid)</p>
ITB 33.1	A margin of domestic preference shall not apply.
ITB 34.2(a)	<p>Evaluation will be done for the entire Lot, considering the Bid as single contract package, i.e. for all items together.</p> <p>If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.</p>

ITB 34.6	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none"> (a) Deviation in Delivery schedule: <i>No</i> (b) Deviation in payment schedule: <i>No</i> (c) The cost of major replacement components, mandatory spare parts, and service: <i>No</i> (d) The availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid: <i>Yes, the methodology is specified in Section III.</i> (e) The projected operating and maintenance costs during the life of the equipment: <i>No</i> (f) The performance and productivity of the equipment offered: <i>No</i>
	F. Award of Contract
ITB 39.1	<p>The maximum percentage by which quantities may be increased is: 20% of the Bid Price.</p> <p>The maximum percentage by which quantities may be decreased is: 20% of the Bid Price.</p>

Section III. Evaluation and Qualification Criteria

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

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1. Margin of Preference (ITB 33):

Not applicable

2. Evaluation (ITB 34)**2.1. Evaluation Criteria (ITB 34.6)**

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB34.2 (f) and in BDS referring to ITB34.6, using the following criteria and methodologies.

- (a) Delivery schedule: Not applicable.

No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as nonresponsive.

- (b) Deviation in payment schedule: Not applicable.

- (c) Cost of major replacement components, mandatory spare parts, and service:

Not applicable

- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid:

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities, staffed with qualified services personnel, and spare parts inventories, as outlined in BDS Sub-Clause 11.1(j)(iii), if quoted separately, shall be added to the bid price, for evaluation purposes only. However, the Purchaser reserves the right to accept the Bidder's proposal and incorporate it into the contract (if awarded to the Bidder)

- (e) Projected operating and maintenance costs: Not applicable.

- (f) Performance and productivity of the equipment: Not applicable.

- (g) Specific additional criteria: Not applicable.

2.2. Multiple Contracts (ITB 34.4)

Not applicable.

2.3. Alternative Bids (ITB 13.1):

Not permitted.

3. Qualification (ITB 36)

3.1 Post-qualification Requirements (ITB 36.1)

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

(A) If the Bidder is Manufacturer:

(I) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

- (a) The minimum amount of liquid assets i.e. working capital or credit line(s) or any combination of these shall be: **US\$ 780,000.00** or **BDT 66,000,000.00** or equivalent amount in any other freely convertible currency
- (b) Bidder shall have at least the Average Annual Turnover mentioned below over a period of best three years within last five years. i.e. five years counting backward from the date of publication of IFB:

US\$ 1,000,000.00 or **BDT 85,000,000.00** or equivalent amount in any other freely convertible currency

- (c) Bidder's financial statements shall demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.

In case of Joint Venture (JV) each member of the JV must meet the following requirements.

- (i) Joint Venture (JV) members shall not be more than **2** (Two).
- (ii) Must attach the written agreement duly signed by all partners of the joint venture clearly indicating the stakes/participation in the proposed assignment.
- (iii) If the JV comprises of all or a single member doing business in Bangladesh, the JV agreement must be furnished in a non-judicial stamp paper of BDT 300.00- whereas, if the JV comprises of members of which none from Bangladesh, in such case- the agreement must be in English or be translated in English' and the Bid must be attached with its original copy or copy duly notarized by the competent authority of the country.
- (iv) The Lead Firm or the Firm in-Charge of the JV must have minimum 40% of financial capacity as mentioned in (a) and (b) mentioned above.

*The **documentary evidence** of compliance with requirement (a) above should be in the form of bank's letter or statement of account, certified by the Bidder's bank, or letter from the Bidder's bankers confirming that the Bidder has opened line(s) of credit with sufficient balance to meet the requirement for liquid assets, or that such line(s) of credit will be provided in case of award of contract, or similar evidence.*

*The **documentary evidence** of compliance with requirements (b) and (c) above should be in the form of financial statements (audited financial reports, balance sheets/ profit and loss statements, certificate from a chartered accountant, or equivalent financial reports required by the laws of the Bidder's country) for the last 5 (five) years.*

(II) Experience and Technical Capacity

(a) Experience: The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- (i) The Bidder shall have at least general experience of supplying Goods in the last 5(five) years (i.e. years counting backward from the date of IFB publication).
- (ii) The Bidder shall have experience of supplying technically sophisticated ICT Hardware Equipment and associated Software (internationally accepted) substantially similar to the Goods to be procured (such as Application Servers and associated Software) and providing related services (such as installation, configuration, adjustment/updating, commissioning and support service for maintenance) under minimum **02 (two) contracts** with the minimum values stated below within the last five (5) years (i.e. years counting backward from the date of IFB publication):

Minimum total value of contracts shall be **US\$ 540,000.00** or **BDT 45,000,000.00** or equivalent amount in any other currency freely convertible-wherein value of a single contract shall be a minimum value of US\$ 280,000.00 or BDT 23,700,000.00 or equivalent.

The Lead Firm or the Firm in-Charge of the JV (if any) must have minimum 40% and other JV member shall have at least 25% of experience as mentioned in (ii)mentioned above.

*The **documentary evidence** should include Reference List with information on the supplies and satisfactory performance, including contact details (phone, fax, e-mail, address) of previous Clients/Purchasers. In addition, copies of documents evidencing successful completion of referenced contracts should be provided.*

(b) Technical Capacity:

The Bidder shall furnish documentary evidence of compliance with the following requirements:

- (i) The manufacturer shall be a member of manufacturing/trade organization or association of the manufacturer's country (if mandatory as per the laws of the manufacturer's country);
- (ii) The manufacturer of at least the core component of each item of Goods under supply shall be an ISO-certified company that shall include ICT hardware equipment including Application Servers and Data Storage System Device for system substantial to CDMS.

- (iii) The manufacturer's product(s) mentioned in above (ii) are duly accredited by any internationally accepted third party agency (such as Societe Generale de Surveillance (SGS)/Bureau VERITAS or equivalent).
- (iv) In case of supply of software package, the original supplier/producer shall be a Licensing Authority (LA) of the product to be offered.

Documentary evidence of compliance with the above requirements should include: (i) copy of the certificate of incorporation/ registration for business operation/copy of the membership certificate of trade body or similar documentation; (ii) copy of valid ISO-9001 certificate; (iii) accreditation certificate of manufacturer's product, and (iv) copy of export license.

(III) Documentary Evidence

- (a) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

The Goods offered by the Bidder must satisfy the respective specifications mentioned in the sub-section 3: Technical Specification of Section VII– Schedule of Requirements; and in this regard a compliance statement (item-by-item commentary against each Purchaser's requirement) shall be provided by the Bidder.

- (b) The Bidder shall have in Bangladesh (preferably in Dhaka City) service facilities for the offered Goods (own or subcontracted) staffed with qualified service personnel, and sufficient inventories of commonly used spare parts and consumables.

The documentary evidence should include description of proposed service facilities and spare parts inventories, their location(s), description of service staff available and explanation of contractual arrangements for service facility (own or contracted). Relevant certificates should confirm qualifications of service staff.

If Bidder does not have service center(s) in Bangladesh at the time of Bid submission, he shall include in the Bid documentary evidence that local service facilities and spare parts inventories will be established not later than due Delivery Date of the Goods. The documentary evidence shall be a **written undertaking** accompanied by a letter of intent or memorandum of understanding, or other document reflecting the provisional agreement of Bidder (manufacturer) and proposed service center(s) to provide services during at least the warranty period.

(B) If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the manufacturer(s) under Manufacturer's Authorization Form (Section IV, Bidding Forms):

- (i) The **Manufacturer(s)** shall meet the above qualification requirements under 3.1(A)(II)(b)(i),(ii),(iii)&(iv)
- (ii) The **Bidder** shall meet the above qualification requirements under 3.1(A)(I)(a), 3.1(A)(I)(b), 3.1(A)(I)(c), 3.1(A)(II)(a)(i)&(ii), 3.1(A)(III)(a), 3.1(A)(III)(b).

- (iii) In addition to documentary evidence required under 3.1(A) above, the **Bidder** shall also submit: (i) copy of the Certificate of Incorporation/Registration (accompanied with copy of valid Trade License, VAT Registration Certificate, up to date Income Tax Payment Certificate with Tax Identification Number for Bidders from the Purchaser's country, or equivalent documents for Bidder's from abroad), (ii) copy of the membership certificate of a trade body or professional association, or similar documentation, if the membership in such trade body or association is mandatory as per the laws of the Bidder's country

Section IV. Bidding Forms

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Letter of Bid

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

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

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

ICB No.: BMD-G32

Invitation for Bid No.:dated.....*[insert identification]*

Alternative No.: Not applicable

To: Project Director, BWCSR Project (Component-A), BMD, Agargaon, Dhaka

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)___;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods:***[insert a brief description of the Goods and Related Services]***;
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:

In case of only one lot, total price of the Bid **[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies]**;

In case of multiple lots, total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];

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

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

- (i) The **discounts offered are: [Specify in detail each discount offered.]**

- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: **[Specify in detail the method that shall be used to apply the discounts]:**
- (g) Our bid shall be valid for a period of [*specify the number of calendar days*] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;¹
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

Name of Recipient	Address	Reason	Amount

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

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

¹*Bidder to use as appropriate*

- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

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

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

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

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

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

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

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

Bidder Information Form

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

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

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

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

Page _____ of _____ pages

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

Bidder's JV Members Information Form

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

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

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

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

Page _____ of _____ pages

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

Price Schedule Forms

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

*The Bidder shall have to fill **one** or **multiple** of the 3 forms of Price Schedules shown below as would be required for supply of Goods:*

“Goods Manufactured Outside the Purchaser’s Country, to be imported”,

“Goods Manufactured Outside the Purchaser’s Country, already imported”, or

“Goods Manufactured in the Purchaser’s Country

Note:

*The Bidder must understand the requirements of the Purchaser by reviewing Section –VII (Schedule of Requirements) including technical specifications of item sub-items, its quantity and relevant services to be required, etc. before quoting bid price. The Bidder **must** insert item & sub-item number, its quantity and other information including unit price as wanted in price schedule form.*

1A: Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

For Package No. BMD-G32

(Group C bids, goods to be imported) Date: _____								
Currencies in accordance with ITB 15 Alternative No: _____								
Page N° _____ of _____								
1	2	3	4	5	6	7	8	9
Line Item & sub-item N°	Description of Goods <i>(It refers subsection-1:List of Goods and subsection-3:Technical Specifications given in Section-VII)</i>	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
1.0	Acquisition and supply of ICT hardware (Servers/ Devices) for all systems covering CDMS for BMD							
1.1	Application Servers, 1U/2U Rack mounted			2 Units				
1.2	Set of Primary Data Storage System Hardware (Rack mounted device configuration)			1 Set				
1.3	Set of Secondary Data Storage System Hardware (Rack mounted device configuration)			1 Set				
2.0	Licensed Software Package to support Climate Data Management System facility.							

2.1	Licensed software for Servers <i>(Lcensed s shall be in perpetuity (preferable) or for a minimum of 10 (ten) years.</i>			2 Pack					
2.2	Licensed Software for all supporting CDMS underlying software <i>(Lcensed s shall be in perpetuity (preferable) or for a minimum of 10 (ten) years).</i>			1 Pack					
								Total Price	

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

Notes:

1. The Goods to be delivered shall comply with requirements of Section VII, subsection-1 and subsection- 3 (Technical Specifications).
2. The cost of pre-shipment and post-delivery inspections (PSI and PDI) and acceptance tests in accordance with Section VII, subsection -5(Inspections and Tests) if applicable, shall be included into the prices of respective Goods to be supplied.

1B:Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported*

For Package No. BMD- G32

1	2	3	4	5	6	7	8	9	10	11	12
(Group C bids, Goods already imported)										Date: _____	
Currencies in accordance with ITB 15										ICB No: BMD-G32	
										Alternative No: _____	
										Page N° _____ of _____	
Line Item & Sub-item N°	Description of Goods <i>(It refers subsection-1: List of Goods and subsection-3: Technical Specifications given in Section-VII)</i>	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 148 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv))	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
1.0	Acquisition and supply of ICT hardware (Servers/ Devices) for all systems covering CDMS for BMD										
1.1	Application Servers, 1U/2U Rack mounted			2 Units							
1.2	Set of Primary Data Storage System Hardware (Rack mounted device configuration)			1 Set							

1.3	Set of Secondary Data Storage System Hardware (Rack mounted device configuration)			1 Set							
2.0	Licensed Software Package to support Climate Data Management System facility.										
2.1	Licensed software for Servers <i>(Licensed s shall be in perpetuity (preferable) or for a minimum of 10 (ten) years.</i>			2 Pack							
2.2	Licensed Software for all supporting CDMS underlying software <i>(Licensed s shall be in perpetuity (preferable) or for a minimum of 10 (ten) years).</i>			1 Pack							
										Total Bid Price	

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

Notes:

1. The Goods to be delivered shall comply with requirements of Section VII, subsection-1 and subsection- 3 (Technical Specifications).
2. The cost of post-delivery inspections (PDI) and acceptance tests in accordance with Section VII, subsection -5(Inspections and Tests) if applicable, shall be included into the prices of respective Goods to be supplied.

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

1C: Price Schedule: Goods Manufactured in the Purchaser's Country

For Package No. BMD-G32

1	2	3	4	5	6	7	8	9	10	
Purchaser's Country _____		(Group A and B bids) Currencies in accordance with ITB 15						Date: _____ ICB No: BMD-G32 Alternative No: _____ Page N° _____ of _____		
Line Item & Sub-item N°	Description of Goods <i>(It refers subsection-1:List of Goods and subsection-3:Technical Specifications given in Section-VII)</i>	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7)	
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>	
1.0	Acquisition and supply of ICT hardware (Servers/ Devices) for all systems covering CDMS for BMD									
1.1	Application Servers, 1U/2U Rack mounted		2 Units							
1.2	Set of Primary Data Storage System Hardware (Rack mounted device configuration)		1- Set							
1.3	Set of Secondary Data Storage System Hardware (Rack mounted device configuration)		1- Set							
2.0	Licensed Software Package to support Climate Data Management System facility.									

2.1	Licensed software for Servers <i>(Lcensed s shall be in perpetuity (preferable) or for a minimum of 10 (ten) years.</i>		2-Pack						
2.2	Licensed Software for all supporting CDMS underlying software <i>(Lcensed s shall be in perpetuity (preferable) or for a minimum of 10 (ten) years).</i>		1-Pack						
									Total Price

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

Note:

1. The Goods to be delivered shall comply with requirements of Section VII, subsection-1 and subsection- 3 (Technical Specifications).
2. The cost of post-delivery inspections (PDI) and acceptance tests in accordance with Section VII, subsection -5(Inspections and Tests) if applicable, shall be included into the prices of respective Goods to be supplied.

2. Price and Completion Schedule - Related Services

For Package No. BMD-G32

Currencies in accordance with ITB 15						Date: _____
						ICB No: BMD-G32
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i> <i>(It refers items of services stated in subsection-2:Related Service to Goods laid in Section- VII)</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
1.0	Assembly, fabricating, installation/ fitting-fixing/connecting all ICT goods, materials and installing/configuring, upgrading, customizing each system of hardware/devices with associated software for					
1.1	<p>Related services for achieving Climate Data Management System for BMD's offices shall include, but not limited to:</p> <p><i>Completing related services for assembly, mounting, installation and commissioning of goods-servers and software, configuring, adjustment/ upgrading, testing of goods supplied undersubsection-1; and all related services/ works shall be completed in accordance with requirements of the Technical Specifications to meet project requirement. Item includes supply of necessary mounting and connecting/ interconnecting materials as would be required. After completion of installation and configuring of devices and software following functioning Systems must be achieved:</i></p> <ul style="list-style-type: none"> - <i>Integration of all the data held in the existing BMD Climate Data Management System, which is a CliSys system supplied by Meteo France International in 2012, into the new CDMS,</i> - <i>Integration of any other available and relevant data such as paper records, regional datasets etc.</i> 			1- Lump Sum		

	<ul style="list-style-type: none"> - <i>Ongoing operational collection, storage and archiving of weather data from both the Integrated File and Message Switching System and the Archive System.</i> - <i>GUI for the discovery of data held in the CDMS and for providing all of the functionality specified under subsection-3 (Technical Specifications).</i> 					
2.0	Providing services for developing bespoke software) and configurations as per requirement for system for					
2.1	Climate Data Management System including supply of any software that would required to achieve the system			1- Lump Sum		
3.0	Trial operation/functional testing and commissioning all system acceptable and to achieve SAT / UAT certification for:					
3.1	After completion of installation/configuring of hardware & software providing services for functional trial operation of the installed Goods with achieved System of CDMS shall be completed and commissioned for acceptance by the Purchaser following successful Site Acceptance Test (SAT)/ User's Acceptance Test (UAT) as stated in subsection-3.3 and 5 under this Section –VII..			1- Lump Sum		
4.0	Local hands-on training to Technical persons/Users of BMD for					
4.1	Climate Data Management System operation at least for 10 (ten) technical staffs/users of BMD, so that they could be able to handle/operate the system independently the system. <i>Related services of training shall include system operation with trouble-shooting and solving functional problems of the Goods supplied & installed software in accordance with requirements of the Technical Specifications. In particular those who are operating the CDMS, and who may not have any specialized ICT background, will require adequate training to enable them to carry out all operator functions and to perform first-line fault diagnosis and maintenance. Item also refers subsection 3.4 of Section –VII of the bid document</i>			1- Lump Sum		
5.0	Support services within the warranty period for:					
5.1	Climate Data Management System within the warranty period. <i>Support services shall be provided as mentioned in Technical Specifications stated under Section-VII</i>			1- Lump Sum		

6.0	Providing Service/work/supply etc. that has not been specifically mentioned in above, but would be essentially required for developing and achieving each system successful to requirement of the Purchaser for			
6.1	Climate Data Management System for successful achievement as would be required by BMD (This is optional to bidder if any required)			1- Lump Sum
				Total Price
				Total Bid Price:

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

Notes:

1. Cost of services related to goods as would be required as per subsection – 3 (Technical Specifications, 3.3 (Installing/Configuring/Customizing) and 3.4 (local hands-on training) mentioned in Section VII shall be deemed to include in Bid price.

Form of Bid Security

(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

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

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

Date:*[Insert date of issue]*

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

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

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

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

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

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in

accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

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

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

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

[Signature(s)]

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

Form of Bid Security (Bid Bond)

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

BOND NO. _____

NOT APPLICABLE

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

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

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

- (a) has withdrawn its Bid during the period of bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

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

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

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

² The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency.

Principal: _____
Corporate Seal (where appropriate)

Surety: _____

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

Form of Bid-Securing Declaration

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

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

Bid No.: [number of bidding process]

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

To: [complete name of Purchaser]

NOT APPLICABLE

We, the undersigned, declare that

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [number of months or years] starting on [date], if we are in breach of our obligation(s) under the bid conditions, because we:

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

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

Name of the Bidder* _____

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

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

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

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

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

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: *[insert date (as day, month and year) of Bid Submission]*
ICB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

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

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

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

Title: *[insert title]*

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

Section V. Eligible Countries

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

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

Under ITB 4.7(a) and 5.1: *Israel*

Under ITB 4.7(b) and 5.1: *None*

Section VI. Bank Policy - Corrupt and Fraudulent Practices

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

“Fraud and Corruption:

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

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

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

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

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

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

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

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

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

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

PART 2 – Supply Requirements

Section VII. Schedule of Requirements

Contents

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1. List of Goods and Delivery Schedule

(Package No.: BMD-G32)

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

Line Item & Sub-item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
1	2	3	4	5	6	7	8
1.0	Acquisition and supply of ICT hardware (Servers/ Devices) for all systems covering CDMS for BMD			ABHAWA BHABAN, BMD, E-24, Agargaon, Dhaka-1207, Bangladesh			
1.1	Application Servers, 1U/2U Rack mounted	2 (Two)	Units			8 (Eight) months from the date of signature of the contract	
1.2	Set of Primary Data Storage System Hardware (Rack mounted device configuration)	1 (One)	Set				
1.3	Set of Secondary Data Storage System Hardware (Rack mounted device configuration)	1 (One)	Set				
2.0	Licensed Software Package to support Climate Data Management System facility.						
2.1	Licensed software for Servers (Licensed shall be in perpetuity (preferable) or for a minimum of 10 (ten) years).	2 (Two)	Pack				
2.2	Licensed Software for all supporting CDMS underlying software (Licensed shall be in perpetuity (preferable) or for a minimum of 10 (ten) years).	1 (One)	Pack				

2. List of Related Services and Completion Schedule

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

Service	Description of Service	Quantity ¹ Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items with physical quantity]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>
1.0	Assembly, fabricating, installation/ fitting-fixing/connecting all ICT goods, materials and installing/configuring, upgrading, customizing each system of hardware/devices with associated software for			
1.1	<p>Related services for achieving Climate Data Management System for BMD's offices shall include, but not limited to:</p> <p><i>Completing related services for assembly, mounting, installation and commissioning of goods-servers and software, configuring, adjustment/ upgrading, testing of goods supplied under subsection-1; and all related services/ works shall be completed in accordance with requirements of the Technical Specifications to meet project requirement. Item includes supply of necessary mounting and connecting/ interconnecting materials as would be required. After completion of installation and configuring of devices and software following functioning Systems must be achieved:</i></p> <ul style="list-style-type: none"> - <i>Integration of all the data held in the existing BMD Climate Data Management System, which is a CliSys system supplied by Meteo France International in 2012, into the new CDMS,</i> - <i>Integration of any other available and relevant data such as paper records, regional datasets etc.</i> - <i>Ongoing operational collection, storage and archiving of weather data from both the Integrated File and Message Switching System and the Archive System.</i> - <i>GUI for the discovery of data held in the CDMS and for providing all of the functionality specified under subsection-3 (Technical Specifications).</i> 	1- Lump Sum	BMD's offices as mentioned in subsection-3.2 (Technical Specifications)	12 (Twelve) months from the date of signature of the contract

2.0	Providing services for developing bespoke software) and configurations as per requirement for system for		Place of installation and use	12 (Twelve) months from the date of signature of the contract
2.1	Climate Data Management System including supply of any software that would required to achieve the system	1- Lump Sum		
3.0	Trial operation/functional testing and commissioning all system acceptable and to achieve SAT / UAT certification for:			
3.1	After completion of installation/configuring of hardware & software providing services for functional trial operation of the installed Goods with achieved System of CDMS shall be completed and commissioned for acceptance by the Purchaser following successful Site Acceptance Test (SAT)/ User's Acceptance Test (UAT) as stated in subsection-3.3 and 5 under this Section –VII..	1- Lump Sum		
4.0	Local hands-on training to Technical persons/Users of BMD for			
4.1	Climate Data Management System operation at least for 10 (ten) technical staffs/users of BMD, so that they could be able to handle/operate the system independently the system. <i>Related services of training shall include system operation with trouble-shooting and solving functional problems of the Goods supplied & installed software in accordance with requirements of the Technical Specifications. In particular those who are operating the CDMS, and who may not have any specialized ICT background, will require adequate training to enable them to carry out all operator functions and to perform first-line fault diagnosis and maintenance. Item also refers subsection 3.4 of Section –VII of the bid document</i>	1- Lump Sum		
5.0	Support services within the warranty period for:			
5.1	Climate Data Management System within the warranty period. <i>Support services shall be provided as mentioned in Technical Specifications stated under Section-VII</i>	1- Lump Sum		
6.0	Providing Service/work/supply etc. that has not been specifically mentioned in above, but would be essentially required for developing and achieving each system successful to requirement of the Purchaser for			
6.1	Climate Data Management System for successful achievement as would be required by BMD (This is optional to bidder if any required)	1- Lump Sum		

1. If applicable

3. Technical Specifications

(Package No.: BMD-G32: Climate Data Management System for BMD)

3.1 General Requirements

The Bangladesh Meteorological Department (BMD) requires an integrated ICT system that would provide a *Climate Data Management System (CDMS)* for weather and climate data. The Climate Data Management System is primarily to provide long-term (permanent) storage of meteorological information (data available in a wide variety of formats) and to allow the data held in the CDMS to be ingested, discovered, analysed and copied as required. The CDMS must incorporate a set of tools to allow the creation of standard climatological products in the form of Statistics, Time-Series, Graphs, Maps, Customized Tables, Reports, Wind Roses and similar. As this will be the permanent store of all weather data originating in Bangladesh, it is of the highest importance that the system should facilitate the routine back-up of all files (including back-up to an off-site location to allow for Disaster Recovery) and the implementation of a high level of security protocol to guard against system malfunction or failure.

The Climate Data Management System is intended to provide functionality to facilitate the collection and storage of weather data in a wide variety of file formats, the application of Quality Control (QC) processes to the data and the flagging of the QC status of data, the discovery of the data held in the CDMS through an intuitive Graphical User Interface (GUI), the analysing of data in the archive through a series of standard and bespoke analysis tools, and the exporting or downloading of copies of selected data files by users on request. The Climate Data Management System is likely to be based on underlying database software, such as Oracle, SQL, and bidders should clearly identify any underlying DB software on which their systems rely and provide an estimate of annual licensing costs related to this underlying software.

The Climate Data Management System will collect data from both the Integrated File and Message Switching System (IFMSS) and the Archive System via both push and pull techniques. It will need to be capable of simultaneous use by at least 10 users (in Oracle DB, the Enterprise Edition requires a minimum of 25 named users plus per processor licenses or the total number of actual users). Access to the Climate Data Management System shall be through standard Windows-based office PCs or Ubuntu Linux PCs and shall not require any specialised hardware at the user end. The system should include a web-based GUI or appropriate PC-based client software to allow users to interact with the CDMS and to allow the discovery, browsing analysis and retrieval (both standard and scripting) of data. Retrieved data should be directed to one of a number of pre-defined specific locations.

The Climate Data Management System shall be able to ingest automatically AWS, ARG, BMD's Digital Barometer Network, WIS, MSS data sets and able to accept files will be in a wide variety of formats, many of them unique to meteorology, such as BUFR, SYNOP, GRIB, HDF5 and SIGMET, some very large file formats such as netCDF, and some more common formats such as XLS, XML, CSV, and MDB. The CDMS shall be able to ingest data from BMD's historical database.

The Climate Data Management System should be set up with an SQL database (or similar powerful relational database) to manage the data. There should be automatic management of the data, whereby incoming data is sorted, catalogued and stored according to type. It should also be supported for Application Programming Interface (API) facility, third party module support such as R, Python as well graphical output generators. CDMS should also be easily updatable for its newest version.

Approximately 5Tb – 10Tb of data per annum will require to be stored, and the archive should initially be capable of holding ten years' worth of data, with a total capacity of circa 100Tb. The system should allow for the easy addition of further storage capacity in the future.

A GUI to provide monitoring overview and management of the Climate Data Management System shall be provided. This shall provide managers with tools for classifying incoming data and configuring incoming folders. It shall allow managers to track use of the archive and record the detail of all uploads, copy requests and other downloads. The GUI shall provide tools for managing the taking of backups and restoring data from these backups. The system shall retain 90 days' of monitoring record for immediate examination, and shall package old monitoring records / log files etc. in a format suitable for transfer to an archive.

Detailed specifications of the functionality of the CDMS are provided below. These are largely derived from the guidance document of the World Meteorological Organisation WMO-No. 1131, which can be freely downloaded in PDF form from the WMO library at https://library.wmo.int/index.php?lvl=notice_display&id=16300#.YD0j0JunyHs or simply by using an internet search engine to search for “WMO-No. 1131”.

The assignment is required to supply goods comprise all necessary hardware and software and provide related services to a developed and customized system as per requirements of the Purchaser. The system should be designed as far as possible with an open architecture that will allow for and facilitate future expansion and the addition of extra functionalities.

The Climate Data Management System will be a critical operational system in facilitating BMD to deliver weather and climatological services. Therefore a high degree of resilience and a guaranteed uptime of 99.5% is required, and a duplicate “hot standby” hardware suite or similar will be needed. For achievement of the desired system application Servers and database Software will be required. The system shall provide a Climate Data Management System that must be:

- Be based on two servers configured as:
 - Parallel operation with load balancing OR
 - Live/non-live configuration
- Switchover from live to non-live must be fast and easily implemented

The system shall incorporate the implementation of system security to guard against malfunction or failure and also unauthorised access to the system management functions. While broad access to the system for discovering and analysing data and requesting copies for download shall be granted to BMD staff (via a web-based link or PC-based client software), access to the management of the system (and especially to functionalities associated with setting retention / deletion policies, taking backups etc.) shall be strictly controlled to preserve system integrity.

Licensed Key or equivalent security code if any required for any product of software required for proper functioning and/or for security of the system shall be provided in favour of the Purchaser for operation, data acquisition and processing with the product.

Summary of descriptions, technical specifications, features, performance and standards required for each item by the Purchaser is furnished below. The bidder shall review the requirements and shall provide a **statement of compliances** of technical specifications of offered items of goods with the bid(s).

3.2 Descriptions, Technical Specifications and Features of Goods Required.

The Goods and Related Services for each of the items shall comply with following technical specifications, features, performances and standards:

Item No. 1.0: Acquisition and supply of ICT hardware (Servers/ Devices) for all systems covering CDMS for BMD

Item/Sub-Item No.	Technical Specifications, Features, Standards and Related Services required	
1.1	Application Servers, 1U/2U Rack mounted	
1.1.1	General	A minimum of two Application Servers (one live and one back-up with hot standby mode), 1U or 2U Rack mounted, are to be supplied for BMD to meet the requirements of their proposed Climate Data Management System. The servers are planned to be installed in a facility which will incorporate provision of three-phase power supply with dual single-phase supplies to each rack, back-up generators, surge protection, UPS, and air conditioning.
	Make/Brand/Model	Dell / Lenovo / Hewlett Packard / Fujitsu / Huawei or substantially equivalent international brands - to be mentioned by the bidder
	Country of Origin of Product	To be mentioned by the bidder
	Country of Assemble/ Shipping	To be mentioned by the bidder
	Version/ Year of Production	Latest- to be mentioned by the bidder
1.1.2	Technical Specifications	Each Server shall be provided with: <ul style="list-style-type: none"> - CPU (not less than 2.9 GHz), RAM, disk must be sufficient for the proposed system and include at least a 50% margin of overcapacity. - Disk capacity: at least 1TB SSD drive in RAID 0 - Networking Capability: 10Gbps on at least 2 ports. - Embedded system management : Integrated Platform Management Interface (IPMI) - Server Rack: 1U or 2U Rack mounting Unit – same brand as of server equipment
1.1.3	Fitting-Fixing Materials	The Supplier shall supply all necessary fitting-fixing materials including electrical cables, sockets with plugs, cable connectors, etc. those will be specially required in mounting and operational functioning of the server unit.
1.1.4	Brochures/ Catalogues	The bidder shall provide printed brochures and technical catalogues available with the manufacturer(s)-that would support the bidder's specifications of goods offered with the bid(s).

1.1.5	Others	The bidder must provide a list of supported operating systems internationally accepted. The BMD's preferred Operating Systems are Ubuntu but Redhat or CentOS are also acceptable, as are Windows-based operating systems.
1.1.6	Installation & Configuring / Testing / Commissioning	The Supplier must install and mounted on 1U/2U racks; and shall configure the servers in a manner that suits their software applying whatever modules and patches are required to the Operating System. Services of installation and configuring of the equipment/devices shall be done by experienced Engineer/Technical Personnel duly certified/accredited by the Manufacturer/ OEM/Principal Supplier of the products. Item includes all necessary installation/fitting-fixing and connecting materials as would be required to complete trial operation and commissioning of goods. <i>This item refers subsection -3.3 stated below</i>
1.1.7	Warranty for Support Service	Minimum 12 (Twelve) months from the date of acceptance of goods and system developed and services include support and maintenance as would be required.
1.2 & 1.3	Primary and Secondary Data Storage System Hardware ((Rack mounted device configuration)) for Climate Data Management System:	
(a)	General	<p><i>A Data Storage System is required to consist of data storage media, network devices, switches, controllers and any other such hardware as are required to support the storage functionality. The storage devices shall be rack mounted, and are to be supplied for BMD to meet the requirements of their proposed Climate Data Management System.</i></p> <p><i>Data Storage System Hardware shall be (a) 1- set for primary data storage and (b) 1-set for back-up/secondary data storage system to meet requirement of BMD.</i></p> <p><i>The Data Storage System Hardware devices are planned to be installed in a facility which will incorporate provision of three-phase power supply, back-up generators, surge protection, UPS, and air conditioning.</i></p>
	Make/Brand/Model	<i>Internationally reputed –to be mentioned by the bidder</i>
	Country of Origin of Product	<i>To be mentioned by the bidder</i>
	Country of Assemble/ Shipping	<i>To be mentioned by the bidder</i>
	Version/ Year of Production	<i>Latest- to be mentioned by the bidder</i>

(b)	Technical Specifications	The Data Storage System shall be provided with functionality as follows: <ul style="list-style-type: none"> - The system should support the transfer of at least 20Gb/day in data volumes. - Disk capacity: at least 60TBwith high availability and no single point of failure, with the facility for future expansion - Back-up storage capacity, which may be by tape or equivalent data storage technology; - Networking Capability: 10Gbps on at least 2 ports. - Server Rack: Rack mounted units are required and rack shall be of same brand as of Servers.
(c)	Fitting-Fixing Materials	The Supplier shall supply all necessary fitting-fixing materials including electrical cables, sockets with plugs, cable connectors, etc. those will be specially required in mounting and operational functioning of the server unit.
(d)	Brochures/ Catalogues	The bidder shall provide printed brochures and technical catalogues available with the manufacturer(s)-that would support the bidder's specifications of goods offered with the bid(s).
(e)	Installation & Configuring /Testing/ Commissioning	The Supplier must install and mount all hardware on racks; and shall configure the Data Storage System in a manner that suits their software, applying whatever modules and patches are required to the Operating System. Services of installation and configuring of the equipment/devices shall be done by experienced Engineer/ Technical Personnel duly certified/ accredited by the Manufacturer/ Principal Supplier of the products. <i>This item refers subsection -3.3 stated below</i>
(f)	Warranty for Support Service	Minimum12 (Twelve) months from the date of acceptance of goods and system developed and services include support and maintenance as would be required.

Item No : 2.0: Licensed Software Package to support Climate Data Management System facility for supporting Hardware & underlying Software

<i>Item/Sub-Item No.</i>	<i>Technical Specifications, Features, Standards and Related Services required</i>	
2.1 & 2.2	Licensed Software Packages to support Servers and underlying software for Climate Data Management System facility	
(a)	General	<p><i>Supply of software system (and/or development of bespoke software) and configurations as per requirement for CDMS system.</i></p> <p>1.1.a.i.1.1 Software shall be suitable and be employed to provide the Climate Data Management System functionality. The product must be an internationally</p>

		accepted brand of reputed manufacturer, and based on widely recognized and used underlying database software.
	Make/Brand/Model	<i>Internationally reputed –to be mentioned by the bidder</i>
	Country of Origin of Product	<i>To be mentioned by the bidder</i>
	Country of Shipping	<i>To be mentioned by the bidder</i>
	Version/ Year of development	<i>Latest- to be mentioned by the bidder</i>
(b)	3rd Party Licence	3rd party licence necessary for the proposed system must be provided in favour of the Purchaser’s name. <i>License shall be in perpetuity (preferable) or for a minimum of 10 (ten) years.</i>
(c)	Other Licenses	If software programs, libraries or other elements requiring specific licenses are to be used in providing the service, the Supplier shall provide all relevant detailed information to BMD regarding such software elements, including the utility of the software elements and any ongoing or recurring license fee costs, and shall highlight any such recurring costs in their tender response.
(d)	Installation/ Configuring	Software shall be installed, configured and tested along with servers for generation of systems for achieving the Climate Data Management System. <i>This item refers subsection -3.3 stated below</i>
(e)	Warranty	At least 12 months from the date of acceptance of goods, or longer if provided by the Manufacturer of the product, with next Business Day Onsite Service at the Supplier’s cost. This item includes installation of any available upgrades to the licensed software at Supplier’s cost. <i>This also refers article of warranty stated below.</i>
Detailed General & Technical Specifications/Features as would be Required		
General – Climate Data Management System		
The Climate Data Management System is primarily to facilitate the permanent storage of weather and climate data and products, with the facility to search this archive, analyse the data held therein, apply quality control procedures and develop a wide variety of products based on the data and any subsequent analysis. Data held in the CDMS will be managed in accordance with policies as decided by the BMD from time to time and implemented by the Climate Data Management System Manager. The detailed functionality of the software and system shall conform to the requirements as listed below.		
Data Policies and Data Governance		
	WMO Resolutions	The CDMS shall be capable of flagging all data as either “Essential Data” or as “Additional Data” as defined by WMO Resolution 40 (Cg-XII) and Resolution 25 (Cg-XIII).
	WMO Technical Regulations	The definitions of data and the terminology used in the CDMS shall be consistent with the WMO Technical Regulations (WMO-No. 49) in all respects.
	National Policies	The CDMS shall be capable of providing data and services

		in such manner and in technical formats that are consistent with the national policies of the Government of Bangladesh with respect to open data and the exchange of national spatial data.
	Disaster Recovery	The CDMS shall facilitate the provision of regular, routine and secure data back-up procedures that guard against the loss of data during natural or man-made disasters.
	Access to Data	The CDMS shall provide for graduated levels of data access ranging from free access to open data through to specific access constraints related to security, contractual and commercial considerations.
	Archival Policy	The CDMS shall support the archiving of data in formats that will be accessible for the foreseeable future.
	Data Licensing	The CDMS shall facilitate the attachment of appropriate data licenses to all data provided to third-party (i.e. non-BMD) users.
	Usage Constraints	The CDMS shall facilitate the provision of clear usage constraint, where these are applicable, to all data provided via the CDMS to third parties.
	Attribution	The CDMS shall facilitate proper attribution, to the BMD or otherwise as necessary, of all data provided via the CDMS to third parties.
	Interoperability Standards	The CDMS shall facilitate data interoperability and data accessibility to a wide range of end-users.
	Quality of Delivered Data	The CDMS shall facilitate the clear identification and provision of the quality level of all data provided via the CDMS.
	Crowd sourced Data	The CDMS shall provide some facility for the assimilation of crowd-sourced data in non-standard meteorological formats.
	Other Agency Data	The CDMS shall provide the capability of assimilating climate-related data captured and maintained by official agencies external to the NMHS.
	Commercial use	The CDMS shall facilitate the provision of data to users on a commercial basis in line with policies agreed from time to time by the Government of Bangladesh.
	Climate Metadata	The CDMS shall facilitate policies that ensure that appropriate climate metadata are maintained to enable a better understanding of climate data. Climate metadata includes metadata on observations, discovery and data provenance.
	Data Lineage	The CDMS shall facilitate the discovery of the data lineage of all primary data back to the raw observations where this can be ascertained.
	Data Generation	The CDMS shall facilitate the identification of all definitions that are used in the generation and interpretation of observation variables. Examples include the definition of the climatological day, the time standard in use for applying a time to an observation, and the definition of a climatological hour.

	Sensor or Station Change	The CDMS shall facilitate the recording of all relevant information relating to changes in sensors, sensor calibration, changes in station position, parallel readings taken by manual and automated systems during periods of overlap, and all other material changes that may affect the use and interpretation of the primary data.
	Future Climate Data Framework	The CDMS shall have sufficient flexibility to allow for changes to definitions relating to dataset names, data quality, policies for the handling of missing data, policies for deriving data, changes to practices relating to data homogenization, and other such developments as may be established by a Future Climate Data Framework.
	Controlled Access to Data	The CDMS shall facilitate the provision of controlled access to data and systems, such that designated users have access to read, or read and write, privileges in accordance with their approved roles, and that any changes to the data shall be capable of being audited with respect to identifying the operator who made the change, the date and time of the change, the nature of the change, and other relevant matters.
	Approval to change Data	The CDMS shall facilitate the clear definition of the approval process required to modify data held within the database.
	IT change approvals	The CDMS shall be configured in such a way as to ensure that any IT change does not result in an unexpected change to, loss of, or corruption of the climate record.
	Managed Change	The CDMS shall facilitate the smooth application of managed changes in a manner that minimize the risk of loss or corruption to data, and in particular shall incorporate the capacity to roll-back the system to a previous state in the event that a change causes unexpected difficulties and issues.
	IT Architecture	The IT Architecture of the CDMS shall be such as to arrange the storage of all primary data, together with associated metadata, in formats and structures that facilitate the transfer of that data and metadata to another CDMS at a future date, should that become necessary for any reason. The IT architecture shall also support multiple languages, including at least English and Bangla.
	Documentation	The CDMS shall be supplied with all necessary documentation including an overview of the CDMS and its architecture, an overview of the data being managed, descriptions of the CDMS components and design, CDMS back-up and disaster recovery processes, and all relevant CDMS-related metrics.
	Backups	The CDMS shall facilitate the regular and routine preparation of backups, and in such a manner that there is no single point of failure that would disable access to both the live database and the backup database simultaneously. The backup database must be configured such that access and use of the backup can be conducted independently of the live CDMS.

<i>Climate Observations</i>		
Atmospheric Data Types	The CDMS shall make provision for the assimilation and storage of all atmospheric Essential Climate Variables (ECVs) including at least the following: Surface:	<ul style="list-style-type: none"> - Air Temperature - Wind Speed and Direction - Water Vapour/Relative Humidity - Pressure - Precipitation - Surface Radiation Budget - Visibility - Upper Air: <ul style="list-style-type: none"> - Air Temperature - Wind Speed and Direction - Water Vapour - Cloud Properties - Earth Radiation Budget Composition: <ul style="list-style-type: none"> - Carbon Dioxide - Methane - Ozone - Aerosol - PM10 Particulate Matter - PM2.5 Particulate Matter
Terrestrial Data Types	The CDMS shall make provision for the assimilation and storage of all terrestrial Essential Climate Variables (ECVs) including at least the following:	<ul style="list-style-type: none"> - River Discharge - Water Use - Groundwater - Snow Cover - Ice Sheets - Albedo - Land Cover (incl. vegetation type) - Leaf-Area Index - Soil Moisture - Soil Temperature
Oceanic Data Types	The CDMS shall make provision for the assimilation and storage of all oceanic Essential Climate Variables (ECVs) including at least the following: Surface:	<ul style="list-style-type: none"> - Sea Surface Temperature - Sea-Surface Salinity - Sea Level - Sea State - Surface Current - Ocean Colour - Carbon Dioxide Partial Pressure

		<ul style="list-style-type: none"> - Ocean Acidity - Phytoplankton Subsurface: <ul style="list-style-type: none"> - Temperature - Salinity - Current - Nutrients - Carbon Dioxide Partial Pressure - Ocean Acidity - Oxygen - Tracers
	Station Identifier	The CDMS shall support the management of identifiers associated with an observation station or platform, including especially a globally-unique WMO identifier, a history of past identifiers, any other identifiers or aliases used for the station, and the beginning and end dates of each historical identifier used for the station.
	Station Overview	The CDMS shall facilitate the retention of information relating to an overview of each station, including information relating to the station owner, manager, maintenance authority, any relevant licence agreements, any station data usage constraints, station purpose, observation practices, observation schedule, identification of the datasets that provide the actual observation data for a given station, and details of station staff and station logistics.
	Station Status	The CDMS shall facilitate the identification of the status of a station over different time periods and especially whether it was operational or non-operational at any given time.
	Station Type	The CDMS shall facilitate the recording of the station type in accordance with the guideline provided in the WMO Manual on Codes (WMO-No. 306) Volume 1.i, code 1860 and Volume 1.2, code 0 02 001
	Location	The CDMS shall facilitate the recording of details relating to the location of the station, including at least the following: <ul style="list-style-type: none"> - Latitude - Longitude - Elevation - Spatial Reference System - Date/Time of the survey observation - Temporal reference system - Method used to determine location - Positional accuracy of location - Date/Time the station or sensor moved, together with previous locations - Administrative boundaries within which the station is located - Time Zones
	Local Environment	The CDMS shall facilitate the recording of details relating to the local environment surrounding the station, including at least the following:

		<ul style="list-style-type: none"> - Site Location Diagram - Site Plans - Site Skyline Diagram - Site photographs / videos - Station Exposure - Site Roughness - Soil Type - Vegetation Type - Surrounding Land Use - Date/Time of each visit <p>The CDMS shall be capable of recording information on station siting and exposure in accordance with the WMO Guide to Meteorological Instruments and Methods of Observation (WMO-No. 8)</p>
	Sensor	<p>The CDMS shall make provision for the assimilation and storage of relevant information relating to the meteorological sensors and/or instruments used at the station or observation platform, including at least the following:</p> <p>Sensor description, including:</p> <ul style="list-style-type: none"> - Name - Type - Serial number - Brand and model details - Photograph of sensor in situ - Supplier - Manufacturer - Location of manuals - Sensor firmware, version and dates during which each version was used - Length of time the observation data are stored locally on the sensor, prior to deletion <p>Sensor installation details, including:</p> <ul style="list-style-type: none"> - Technician and organization that installed the sensor - Date sensor was installed <p>Sensor status, including:</p> <ul style="list-style-type: none"> - Operational status (Sensor Health Parameters): <ul style="list-style-type: none"> • Operational • Not operational • Defective • Testing - Date/times applicable for each status <p>Sensor maintenance:</p> <ul style="list-style-type: none"> - Scheduled maintenance - Actual maintenance - Result - Replacement of consumables

		<p>Sensor uncertainty:</p> <ul style="list-style-type: none"> - System performance statistics claimed by manufacturer - Sensor calibration results - Observed sensor performance characteristics <p>Sensor siting details:</p> <ul style="list-style-type: none"> - Instrument height above ground - Station exposure description - As discussed in the Location component above, recording the location of each sensor is required. <p>Recommended sensor settings for optimal operations on site.</p> <p>Offset Values for Sensors.</p> <p>Details of what meteorological variable is being observed by the sensor (i.e. the observed property), including:</p> <ul style="list-style-type: none"> - Phenomena observed - Frequency of measurement - Frequency of acquisition - Units of measurement - Precision of measurement
	Data Processing	<p>The CDMS shall record all relevant details relating to any data processing that has occurred to convert a sensor's signal into its recorded observation value, including at least the following:</p> <p>Software, including:</p> <ul style="list-style-type: none"> - Version - Software language - Software name - Location of software source code - Description of processing applied (for example, whether values were calculated per minute, hour or other) - Formula/algorithm implemented - Processor details (the version, type of central processing unit and so forth) - Date/time covering the period of validity of the method <p>Input source (instrument, element and so forth)</p> <p>Data output, including:</p> <ul style="list-style-type: none"> - Data format and version of format
	Data Transmission	The CDMS shall record all relevant details relating to the

		<p>transmission of data from station and/or observation platforms, including at least the following:</p> <p>Sensor communications, including:</p> <ul style="list-style-type: none"> - Frequency of transmission - Time of transmission - Primary communication details - Method of transmission - Bit rate/ IP Address allocated (if any)
	Network	<p>The CDMS shall make record all relevant information relating to the transmission of data from stations or observation platforms, including at least the following: Network name (such as Global Basic Observing Network, Regional Basic Climatological Network, Regional Basic Synoptic Network, GCOS, GCOS Upper-Air Network or National Climate Network)</p> <p>Network priority:</p> <ul style="list-style-type: none"> - Critical - Essential - Not applicable <p>Time of observations</p> <p>Reporting frequency</p> <p>Date/time of network membership</p> <p>The recording of when a station does not belong to a network.</p>
	Dataset Identifier	The CDMS shall provide a unique identifier used to identify each dataset.
	Dataset overview	The CDMS shall provide an overview of each dataset, which may include a description of the dataset, the intended use of the dataset, its lineage and status.
	Dataset data quality	The CDMS shall provide scope for a general assessment of the quality of a dataset.
	Distribution	The CDMS shall provide information on the distributor of, and options for obtaining, the dataset
	Access constraints	The CDMS shall provide information on any access restrictions in place for a dataset
	Dataset maintenance	The CDMS shall provide information on the scope and frequency of updates and maintenance conducted on a dataset
	Spatial representation	The CDMS shall provide information on the mechanisms used to represent spatial information within a dataset.
	Reference Systems	The CDMS shall provide information on the reference systems used by a dataset. These include a horizontal spatial reference system, vertical spatial reference system, and a temporal reference system.
	<i>Observation Data Products</i>	

	Routine Messages	The CDMS shall facilitate the production of routine climatological messages as are typically transmitted internationally on the global meteorological telecommunications networks, such as daily maximum and minimum temperatures, evaporation, evapotranspiration etc.
	Climate Standard Normals	The CDMS shall facilitate the production of climatological monthly and annual standard normal, including the 30-yr normal updated every decade and the 1961-1990 Global Climate Normals as defined in WMO-No. 847.
	CLIMAT messages	The CDMS shall facilitate the production of routine CLIMAT messages in TDCF formats as are typically transmitted internationally on the global meteorological telecommunications networks.
	World Weather Records	The CDMS shall facilitate the storage of information relevant to the annual WMO World Weather Records
	Aeronautical Climatology	The CDMS shall facilitate the production of the routine monthly aerodrome climatological summary in tabular form, in compliance with the WMO Technical Regulations (WMO-No. 49), Volume II, Section C.3.2
	Core Indices	The CDMS shall facilitate the production of core Climate Change indices as defined by WMO.
	Homogenised Data	The CDMS shall facilitate the production and storage of high-quality homogenized time-series datasets which aim to ensure that the only variability remaining in the time series is that resulting from actual climate variability.
	Computed	The CDMS shall facilitate the production and storage of derived data computed from observations for NMHS products, in accordance with the climatology policies in place.
	Normals and Averages	The CDMS shall facilitate the production and storage of any normals and averages used by the BMD that are in addition to climatological standard normals.
	Analyzed Data	<p>The CDMS shall facilitate the production and storage of spatially distributed gridded data that has been derived from observational data as the result of an analytical process. Examples of such products include:</p> <p>Singular variables such as:</p> <ul style="list-style-type: none"> - Normals - Observations for a given day or time - Averages - Percentiles - Cumulative data - Extremes - Homogenized data <p>Multi-variables such as:</p> <ul style="list-style-type: none"> - The generation of anomalies (difference between the normals data and a specific monthly variable) - More complex data such as potential evapotranspiration

	Topography	The CDMS shall facilitate the storage of relevant topographical data such as drainage, relief, cultural and nomenclatural features, in addition to digital elevation models.
	Emergency Management	The CDMS shall facilitate the storage of relevant data relevant to the provision of support to emergency management and related warning systems
	Administrative	The CDMS shall facilitate the storage of relevant administrative data such as administrative boundaries, transportation networks etc.
	Impacts	The CDMS shall facilitate the storage of spatial data relating to the impacts of weather and climate events. Among the impacts that shall be included are: <ul style="list-style-type: none"> - Deaths caused by heat waves, prolonged droughts, floods, cyclones, etc. - Infrastructure damage caused by a range of events such as floods, bush fires or cyclones. - Changing land use, such as agricultural adaptations due to a changing climate.
	Documentation	The CDMS shall facilitate the storage of textual data relating to various climate-related phenomena or that serve as documentation for the CDMS. Examples of data to be stored shall include: <ul style="list-style-type: none"> - CDMS technical and user documentation - Diagrams representing climate processes - Various climate forecasts and events - Climate processes such as El Niño-Southern Oscillation and the Madden-Julian Oscillation - NMHS policies and practices - Training documentation
	Various Media	The CDMS shall facilitate the use of a range of media used to support various climate-related services. Examples include: <ul style="list-style-type: none"> - Scanned hard copy climate records - Image portrayal of various climate data, such as an extract from a radar image stored in portable network graphics (PNG) format - Podcasts and video clips used to communicate various climate-related messages - Photographs of various climate-related phenomena
	Source Code Management	The CDMS shall facilitate the management of the source code used to process climate data. The following capabilities at least shall be provided: <ul style="list-style-type: none"> - Maintain a library of a variety of software source code. - Manage different versions (or branches) of the

		<p>software concurrently, with the ability to maintain each version independently and to easily back port newer functionalities to an older version.</p> <ul style="list-style-type: none"> - Easily detect the differences between software versions.
	Software Testing	<p>The CDMS shall facilitate the testing of software that is to be deployed to manipulate climate data. This includes:</p> <ul style="list-style-type: none"> - Details of test plans and individual test cases, including user-acceptance testing. - Details of the test data, database, etc. - Details of test systems and environment. - Details of test results and artifacts, particularly proof that the test data were not affected by the software or a change to the software.
<i>Climate Data Management</i>		
	Business Rules	The CDMS shall support a wide range of business rules that govern how data are ingested into the climate database.
	WMO Messages	<p>The CDMS shall facilitate the import of data from a range of WMO message formats, including the ability to work with a wide range of past, present and planned data formats. Examples of data formats that shall be supported are:</p> <p>Binary:</p> <ul style="list-style-type: none"> - BUFR - GRIB <p>Alphanumeric:</p> <ul style="list-style-type: none"> - CREX - SYNOP - TEMP - SHIP - METAR - World Weather Records
	Vector	The CDMS shall support the import of a series of vector spatial formats, including Shape file and Geography Markup Language.
	Raster Array	The CDMS shall support the import of a series of raster array spatial formats, including CF-netCDF, Hierarchical Data Format, ArcInfo ASCII and GeoTIFF.
	Other Formats	<p>The CDMS shall support the import of a range of other formats, which shall include at least:</p> <ul style="list-style-type: none"> - Photographs (PNG, JPEG, TIFF, etc.) - Scanned documents - PDF files - ASCII generic formats such as CSV - Data managed in spreadsheets - Tabular formats, such as the import of data from a relational database management system

	Status Log	The CDMS shall maintain a record of each ingest activity and its status.
	Automated / Self Recovery	The CDMS shall support the automated ingest of a range of data types, particularly from Automatic Weather Stations, and shall allow for the automatic recovery of ingest tasks in the event that a task fails either wholly or partially during an ingest as a result of any technical fault.
	Transformation	The CDMS shall support the transformation of an ingest record. This shall include, as a minimum: <ul style="list-style-type: none"> - Transforming data from one format to another. - Transforming codes into formats more suitable for the destination climate database. - Correcting records that have been abbreviated in accordance with accepted local observation practice.
	Data Extraction	The CDMS shall support the extraction of data from the climate database in accordance with NMHS data policy and governance processes.
	Documents Imaging	The CDMS shall support the functionality required to digitally capture a physical document and store the resultant file and associated discovery metadata within the climate database as required. This functionality shall include the following types of document: <ul style="list-style-type: none"> - Scanned paper observation forms - Scanned microfiche/microfilm - Relevant observations metadata documents such as instrument calibration reports - Technical manuals - Site location plans and sections
	Data Rescue Metrics	The CDMS shall maintain metrics relating to the capture of observational data. These shall include: <ul style="list-style-type: none"> - Name and brief description of data rescue project - Location where activity is taking place - Types of data rescued - Summary and per cent digitized - Summary and per cent scanned - Summary and per cent scanned but not digitized - Summary and per cent undigitized
	Data Entry Forms	The CDMS shall provide the functionality for and facilitate the manual key-in of data through the provision of custom-designed user input forms, from which the fields are mapped to appropriate records and tables within the database. The Forms shall allow for the validation of keyed-in data before it is added to the database. The Forms shall support efficient and effective data entry processes that minimize operator fatigue and automatically calculate appropriate values. This component of the CDMS should support adequate support for monitoring the validity of data that are entered, in particular through the following: <ul style="list-style-type: none"> - Performing data quality consistency checks of the

		<p>data to be entered. These checks and the appropriate values are to be customizable according to NMHS data policy and governance processes.</p> <ul style="list-style-type: none"> - Ensuring that appropriate data types and context are entered for each field. - The component should alert the operator to any doubtful entries detected, providing appropriate advice as per NMHS data policy guidelines.
	Computation	<p>The CDMS shall facilitate the automatic derivation of parameters at key-in, customizable according to the BMD data policies and governance processes. In particular, the CDMS shall facilitate:</p> <ul style="list-style-type: none"> - The computation of a value for relative humidity after the values for dry-bulb temperature and dew point has been entered. - Decoding shorthand codes and replacing them with appropriate values.
	Consistency Checks	<p>The CDMS shall provide a range of tests to ensure that inconsistent, unlikely or impossible records are either rejected or flagged as suspect. The CDMS shall facilitate investigation processes to then assess the validity of the suspect values.</p>
	Data Comparison	<p>The CDMS shall provide a range of tests to use and cross-reference data from a number of sources to validate suspect observations. Such sources may include:</p> <ul style="list-style-type: none"> - Observations data showing daily precipitation at a station - Radar data covering the station - Synoptic forecast charts - Satellite imagery
	Statistical Checks	<p>The CDMS shall be capable of facilitating a range of statistical tests which analyze historical data to detect inconsistent or unlikely data and declare it as suspect. Examples include:</p> <ul style="list-style-type: none"> - Climate tests that highlight extreme climatic values, such as a record maximum air temperature. - Flat-line tests where a constant value exceeds the specified limit in a time series. - Spike tests conducted in a time series to identify data spikes exceeding a specified limit. - Rapid change tests conducted in a time series to identify rapid changes exceeding a specified limit. - Producing statistical reports
	Spatial Checks	<p>The CDMS shall be capable of facilitating a range of spatial tests to detect inconsistent or unlikely data and declare it as suspect. Examples include:</p> <ul style="list-style-type: none"> - Comparing the results of a time series of observations at a given station with those at nearby stations.

		<ul style="list-style-type: none"> - Using a Barnes or similar analysis to derive spatial patterns against which anomalous and possibly erroneous station values stand out.
	Data Recovery	The CDMS shall be capable of supporting processes to investigate anomalous observations, to accept or reject suspect data, and to recover and insert corrected data into the climate database, over-writing existing data if this is indicated.
	Data Monitoring	<p>The CDMS shall be capable of providing data monitoring logs which provide metrics to assist with climate data management. Examples include:</p> <ul style="list-style-type: none"> - Summary and per cent of data that have undergone quality control. - Percentage of data at each level of quality control. <p>The CDMS shall also be able to identify derived datasets that may need to be reconstructed following the application of Quality Control and other processes that have resulted in modifications to the underlying data.</p>
	Siting Classification	The CDMS shall facilitate the classification of sensors according to the rating scale as described in the <i>WMO Guide to Meteorological Instruments and Methods of Observation (WMO-No. 8) Annex 1.B Siting Classifications</i> .
	Multi-Layer Quality Flags	<p>The CDMS shall facilitate the addition, to specific records of data, of multiple quality flags appropriate to different levels of quality from raw observation through various analysis and editing processes, that will allow examination of the true lineage of a record and the changes made to raw observations.</p> <p>The CDMS shall further facilitate:</p> <ul style="list-style-type: none"> - Future analysis that requires data of a specific quality flag value. - Communication of the assessed quality of records.
	Quality assurance Metrics	<p>The CDMS shall facilitate the production of metrics that can validate the performance of Quality Assurance software and processes. Examples include:</p> <ul style="list-style-type: none"> - Summarizing observational errors detected by each quality assurance test. - Summarizing false positives and valid errors detected. - Comparing the performance of current quality assurance metrics with historical averages.
	Measurement Uncertainty	The CDMS shall facilitate data analysis used to understand and record the uncertainty inherent in observation measurements and processes.
	Creation of Metadata	The CDMS shall facilitate the effective and efficient creation of climate metadata.
	Maintenance of Metadata	The CDMS shall facilitate the effective and efficient maintenance of climate metadata.

	Quality Control of Metadata	The CDMS shall facilitate the effective and efficient assessment and quality control of climate metadata.
	Metadata Metrics	The CDMS shall facilitate the effective and efficient maintenance of metrics relevant to climate metadata.
<i>Climate Data Analysis</i>		
	Spatial Analysis	The CDMS shall be able to handle a wide variety of raster and vector spatial analysis techniques. Some examples are: <ul style="list-style-type: none"> - Generating grids that show the spatial distribution of observations of a phenomenon such as precipitation. - Generating grids that represent the distribution of the average maximum temperature for a given month for climatological standard normals. - Generating grids that represent the distribution of the maximum temperature anomalies for a given month when compared to the climatological standard normal. - Selecting all meteorological stations located within a 10 km radius
	Time-Series Analysis	The CDMS shall be able to analyze time-series data using a very broad range of analysis techniques. Examples include the analyses required to produce: <ul style="list-style-type: none"> - WMO standard products such as extremes, standard normals, World Weather Records and climate change indices. - A variety of derived observations data.
	Data Homogenisation	The CDMS shall facilitate the analysis required to develop high-quality homogenised time-series datasets, which aim to ensure that the only variability remaining in a time series is that resulting from actual climate variability.
<i>Presentation of Climate Data</i>		
	Tables	The CDMS shall facilitate the generation of a wide variety of tabular reports to effectively communicate issues relating to climate data.
	Graphs	The CDMS shall facilitate the generation of a wide variety of graphical products to effectively convey climate data issues. Graphs shall be capable of generation in a wide variety of formats including: <ul style="list-style-type: none"> - Scatter plots - Histograms - Windroses - Time-series graphs using one or more variables
	Manage Content	The CDMS shall facilitate the generation of a wide variety of content to effectively communicate issues relating to climate data. This shall include: <ul style="list-style-type: none"> - Preparing texts, documents and data for effective web presentation. - Using technology such as content management systems or similar to simplify web content presentation.
	Cartography	The CDMS shall facilitate the generation of a wide variety

		<p>of cartographic output to effectively convey climate data issues. Examples include:</p> <ul style="list-style-type: none"> - Spatial data preparation - Cartography - Simple point-and-click web maps
	Media Viewer	<p>The CDMS shall facilitate the display of various media within the graphical user interface. Some examples are:</p> <ul style="list-style-type: none"> - Photographs - Diagrams - Scanned documents such as scanned station records - Videos - Recorded audio media
	Spatial Intelligence	<p>The CDMS shall support an effective and dynamic analysis of climate data within a web environment to facilitate understanding of climate matters and communicate issues relating to climate data. This dynamic analysis includes:</p> <ul style="list-style-type: none"> - Geographical Information System (GIS) functionality, including the ability to perform spatial overlay analysis such as selecting points in a polygon. - The ability to search features by attribute, for example: <ul style="list-style-type: none"> • Conducting a search of all stations within the catchment of a specific river. • Filtering the resultant stations to view only those that observe precipitation. • Viewing summary observations data for each of those stations.
	Integrated Search of Observations	<p>The CDMS shall provide functionality that allows an end-user to conduct an integrated search of the climate database and the observations metadata catalogue. Some examples are:</p> <ul style="list-style-type: none"> - Determining what observations data are available based on a set of parameters and viewing the results in a table. - Reviewing observations metadata for selected stations. - Determining what datasets provide the actual observations data for a given station, sensor and phenomenon combination. An example could involve searching for stations that use both a tipping bucket rain-gauge and manual methods to observe rainfall.
	Search Discovery Metadata	<p>The CDMS shall allow an end-user to search the CDMS discovery metadata catalogue to:</p> <ul style="list-style-type: none"> - Determine what datasets are managed by the NMHS. This search may be limited to datasets that are available publicly or those that are only available for internal use. - Search for datasets in accordance with parameters, categories and keywords as defined in the WMO Information System. - Review discovery metadata records that adequately describe a dataset to enable searchers to determine whether it is suitable for their particular use.

		- Determine the URL that can be used to access online services that host the dataset for dynamic access and data download.
	Data Download	The CDMS shall support the functionality that enables end-users to download climate data.
<i>Climate Data Delivery Services</i>		
	Web-Mapping Services	The CDMS shall support the provision and distribution of a wide range of climate data via a Web Mapping Service (WMS). WMS provides a map view of data distributed via a georeferenced image.
	Web Feature Services	The CDMS shall support the provision and distribution of a wide range of vector climate data via a Web Feature Service (WFS). WFS could provide vector and tabular climate data, which could be presented in a number of formats such as GML (see OGC GML web page) or Environmental Systems Research Institute (ESRI) shape file.
	Web-Coverage Services	The CDMS shall support the provision and distribution of a wide range of climate data via a Web Coverage Service (WCS) WCS provides the actual gridded or array data.
	CF-NetCDF	The CDMS shall support the provision of a wide variety of gridded or array scientific data written as netCDF files that supports the conventions for climate and forecast metadata.
	Discovery Metadata Catalogue	The CDMS shall support technology and processes that create a discovery metadata catalogue. This catalogue is used to publish an organization's data holdings as discovery metadata records, with corresponding records describing which online services may be used to access each dataset.
	WMO Formats	The CDMS shall support technology suitable for the distribution of a wide range of climate data via traditional WMO formats, including in particular FM94 BUFR Edition 4 and FM 92 GRIB Edition 2.
<i>Core Infrastructure</i>		
	Directory	The CDMS shall provide directory services such as the Lightweight Directory Access Protocol or Active Directory to manage user credentials and details.
	Identity and Access Management	The CDMS shall support policies and functionalities that enable granular user access to the organization's IT resources and data.
	e-mail	The CDMS shall support the provision of secure e-mail access and include functionalities such as filtering for malware and spam where appropriate.
	FTP	The CDMS shall support the provision of secure services which allow exchange of climate data via the use of the File Transfer Protocol (FTP).

	Wiki	The CDMS shall support a collaborative web environment which allows any member of a team to easily edit content.
	Web Server	The CDMS shall support functionalities that deliver web content to web browsers.
	Proxy Server	The CDMS shall support functionality which routes web traffic, and acts as a load balancer and a reverse proxy server to contribute to secure connections to the web server.
	Tabular	The CDMS shall provide and/or support database technology suitable for the storage of a wide range of time-series climate data in tabular format.
	Spatial	The CDMS shall provide and/or support technology used to spatially enable time-series climate data. The component may consist of a functionality that spatially enables the tabular database component, or it could be a dedicated spatial database that is closely aligned to the climate data stored within the tabular database.
	Scheduling	The CDMS shall provide and/or support technology and processes used to ensure that software processes can be scheduled to run at specific times over a 24-hour basis. This functionality shall support activities such as regular data ingest, quality assurance operations, data analysis, derivation and backups.
	Service Desk	The CDMS shall provide functionalities required to provide support for service desk and service operations.
	Applications Management	The CDMS shall provide functionalities required to provide application administration tasks relevant to CDMS services.
	Systems Management	The CDMS shall provide functionalities required to provide systems management and systems administration tasks relevant to CDMS services.
	Internet	The CDMS shall provide all the functionalities necessary to support controlled access to the Internet.
	WMO WIS/GTS	The CDMS shall provide all the functionalities necessary to support access to the WMO Global Telecommunications System, which is essentially a private Wide Area Network.
	Internal Networks	The CDMS shall provide all the functionalities necessary to support access to all relevant internal networks and Local Area Networks.
	VPN	The CDMS shall provide all the functionalities necessary to support virtual private network (VPN), which allows a private network to be set up across the publicly available Internet making use of tunneling and security features.
	Hardware	The CDMS tender shall include all necessary computing hardware including servers and data storage systems, and also any necessary hardware to support routine data back-up and archiving. Desktop / personal computers from which access to the CDMS functionality can be gained are not included in this tender.
	Operating System	The preferred operating system for the BMD is Ubuntu but Redhat or CentOS are also acceptable or equivalent alternatives to be proposed by the supplier. The Operating

		system should be upgradeable using manufacturer's standard tools –internationally accepted such as 'yum' or 'apt-get'.
	Security	<p>The CDMS software and systems shall be implemented with security in mind in order to protect the integrity of climate-related systems and data. This includes not just IT security but also to physical security, such as preventing the theft of a server.</p> <p>The system must provide security to:</p> <ul style="list-style-type: none"> - Prevent unauthorized access to the computers - The proposed applications must only allow access to authorized personnel. - Different levels of access should be provided for at least 'operator' and 'administrators'. <p>The applications and software must comply with industry best practice for security and operating standards. The system must be based on the principle of 'least privilege'. The system must synchronise time using NTP. The bidder must state in their bid(s) how this will be implemented.</p>
	Storage Media	The CDMS shall provide sufficient storage media to cover operational activities, including the storage of climate data, systems, archives, backups and disaster recovery materials.
	Data Archival	The CDMS shall support and facilitate the secure archival of all historical data held in the database.
	Backups	The CDMS shall support and facilitate the regular operational backup and restoration of data and systems.
	Disaster Recovery	The CDMS shall support and facilitate resilient disaster recovery processes that include off-site storage of back-ups and efficient management of all back-up and disaster recovery procedures and practices.
<i>Server topology</i>		
<p>The system shall be implemented on at least 2 servers to provide redundancy. The servers may operate in:</p> <ul style="list-style-type: none"> • Live/ hot-standby non-live • Live/ cold-standby non-live • Load balancing <p>The Bidder must state in their bid(s) how they will implement the system that incorporates server resilience:</p>		
Failover method		Manual or automatic or both
Time taken to effect a failover		
Full description of the failover system		
<i>Supported File Formats</i>		
Input		Output
Text		Text
CSV		CSV
JPEG		GIF
GIF		PDF
XLS(X)		XLS(X)

	MDB	MDB
	BUFR	XML
	TAC	
	GRIB	
	NetCDF	
	XML	
	Manual Input	
<i>Output requirements</i>		
	General	The system shall download copies of all output files and products to a specified location from where they can be retrieved by the user.
	Output Types	Files in the formats mentioned above.
<i>File Downloading</i>		
	General	Tools must be provided for downloading or receiving data from other servers on the BMD system, including the following: <ul style="list-style-type: none"> • XML and CSV files from the Integrated File and Message Switching System (IFMSS) • Graphics and tabular files from the IFMSS • Tool shall provide for 'pulling' data from other servers and moving new files to appropriate folders • The Tool shall provide for files being 'dropped' into folders and moving these files to the appropriate folders
<i>File Storage</i>		
		Housekeeping tools shall be used to maintain data storage within configurable limits
<i>System Monitor</i>		
	System Required	The system must have a central management system, access via a GUI. The GUI should ideally be web-based, however PC-based client software is also acceptable. The management system should allow: <ul style="list-style-type: none"> • Monitoring of all user logon / logoff activity; • User set-up (with different level of access privileges);

		<ul style="list-style-type: none"> • User authentication; • User deletion; • Identification of the date/time of each product created; • Any error messages or codes associated with delays or failures of transmission; • Warnings when the system storage capacities provided are close to being full (user-defined thresholds, e.g. 80%, 90%); • Facilities for routine and non-routine back-up procedures; • Monitoring of the security status of the system. • Access control shall be implemented either via folder/user permissions or via database rules.
	Logging	<p>The system must record information in readable log-files including:</p> <ul style="list-style-type: none"> • Record of all incoming and outgoing transactions • Record of status of incoming/outgoing transactions including success or failure • Recording information when failure occurs including as much information as practical on the failure • Record of configuration changes • Record of log on/off of administrators and operators • Statistics on all incoming/outgoing traffic • Record of file downloads • Record of file format conversions
	Log Viewer	<p>A tool or tools must be provided for viewing log files as a UI and/or web tool. The tool should be able to select alerts of different level – information, warning, and error. A log viewer tool must be capable of displaying:</p> <ul style="list-style-type: none"> • System error and warning messages • Configuration events
	Statistics	<p>The system must be able to display statistics on:</p> <ul style="list-style-type: none"> • Overall traffic in/out per hour/day • Optionally a graphical display of traffic over time. • Number of warnings and errors.
<i>System Configuration</i>		
	General	A configuration system for all aspects of the software package is required.
	User Interface	A user interface (UI) must be provided for managing configuration for the majority of configurations,
	Web UI	It is desirable that a web enabled interface is provided.
	Logging	All configuration changes should be logged

	Access	Access to the configuration tools must be restricted to authorized users.
	File Configuration	Configuration tools based on a UI must be provided for managing the ingestion and the storage duration of file types. It should be possible to store different types of files for configurable time limits.
<i>Software Installation</i>		
	General	The Supplier shall install the software package including any operating system modules that shall be required.
		The Supplier shall configure the disk system and install partitions that best suit the package
<i>Functional Test & Commissioning</i>		
	General	The Supplier shall commission the software installed with the system.
	Data ingest	The Supplier shall configure the system to ingest the various existing data sources for files available through the IFMSS and on other systems.
	Output	The Supplier shall configure the output system for uploading output products to a specified location
	Acceptance and Commissioning	A Site Acceptance Test (SAT)/User's Acceptance Test (UAT) must be conducted and passed before the system can be accepted. A SAT/UAT protocol that includes tests on all aspects of the system must be developed by the Supplier and accepted by the contracting authority in advance. Any items that are not accepted must be addressed and pass a subsequent SAT/UAT. After successful SAT the Supplier shall commissioned the products and system before the representatives of the Purchaser.
<i>Local Training</i>		
	Training course	A hands-on training course must be provided on-site, if possible, with regard to any COVID-19 restrictions (if required) for operators of the system. The course must cover: <ul style="list-style-type: none"> • Configuration • Monitoring • Trouble shooting • Operating system dependencies • Failover operation
	During installation	During installation and commissioning, on the job training shall be given to a selected number of BMD staffs.
<i>Materials</i>		
	General	Full documentation of the system must be provided by the Supplier. Documentation must include: <ul style="list-style-type: none"> • System – full documentation on the Supplier's system • Customer specific documentation • Operator Guides, suitable for those with limited knowledge of ICT

		<ul style="list-style-type: none"> • Configuration guides • Trouble shooting guides
		At least 3 hardcopy versions of manuals must be provided
		Software copies and access to on-line manuals (if available) should also be provided by the Supplier
	<i>Warranty</i>	
	General	A warranty for the software system shall be provided for at least 12 months following a successful SAT/UAT.
		The Warranty must include bug fixes and support.
	<i>Support and Maintenance</i>	
	General	The Supplier must provide services for support and maintenance of the device and system during the warranty period with support service plan, on a next-working day basis.
	Support	<p>The Supplier must provide support services that would provide support for the package and assistance for users during the warranty period. Support services shall include telephone, e-mail or an on-line reporting system.</p> <p><i>The bidder must state in their bid(s) how they will provide services of support system for handling support issues.</i></p> <p>At the end stage of the warranty period, the Supplier on basis of experience must provide to the Purchaser what levels of supports and response times of these levels would be required. They must state the operational hours and days of the support and the cost of different support plans – 9/5, 9/7 or 24/7.</p>
	Maintenance	<p>The Supplier must provide services of maintenance that would provide for regular updates and assistance for installing these updates and shall undertake to remedy issues arising from updates ensuring the system functioning correctly after updating during the warranty period.</p> <p><i>The Supplier shall have to provide within the warranty period a maintenance guide/instruction manual at least for next five years' operation, updating system and trouble-shooting with solving techniques.</i></p>
	Access & delivery	The bidder shall state in their bid(s) what the plan to offer support and what access to the system will be required to provide remote support if offered.
	Period of support and maintenance	The Supplier shall provide within the warranty period annual basis cost estimation for support and maintenance services for five years next to warranty period.

Mitigation against business failure and/or disaster recovery.	To mitigate against any future loss of capacity of the Supplier to support and maintain the software because of business failure or other Force Majeure, and/or to facilitate the capability of the BMD to recover from the impact of any disaster that may occur, the Supplier shall be required to enter into an arrangement to place the software source code and any other essential software elements, including passwords and access codes etc., into escrow or in some other secure facility from where BMD may recover the information to re-instate the software as required in the case of unforeseen events.
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3.3 Installation, Functioning Trial and Commissioning

The Supplier shall deliver all the above items of Goods in anew and unused condition; and shall have them assembled, installed, mounted, fitted/connected/interconnected, adjusted, configured, developed for customization and put into operation by experienced Engineer/Technical Personnel/ duly certified/accredited from Manufacturers/ OEMs/Principal Suppliers and local Suppliers as well of the products including associated software as would be required; and subsequently shall carry out a complete trial operation with rectification if any defect or deficiency (including those notified by the Purchaser) until the functioning status of each item has achieved satisfactorily level of commissioning for acceptance- i.e. to have a successful Site Acceptance Test(SAT)/ User's Acceptance Test(UAT) to be carried out in presence of the representatives from the Purchaser. The Supplier shall provide all necessary items/materials for assembling, installation/fitting-fixing/mounting and connecting/interconnecting for integrating the system as would be required to meet its functionality that would required complete the commissioning; and related costs to be incurred there for shall be included in the Bid/Contract Price.

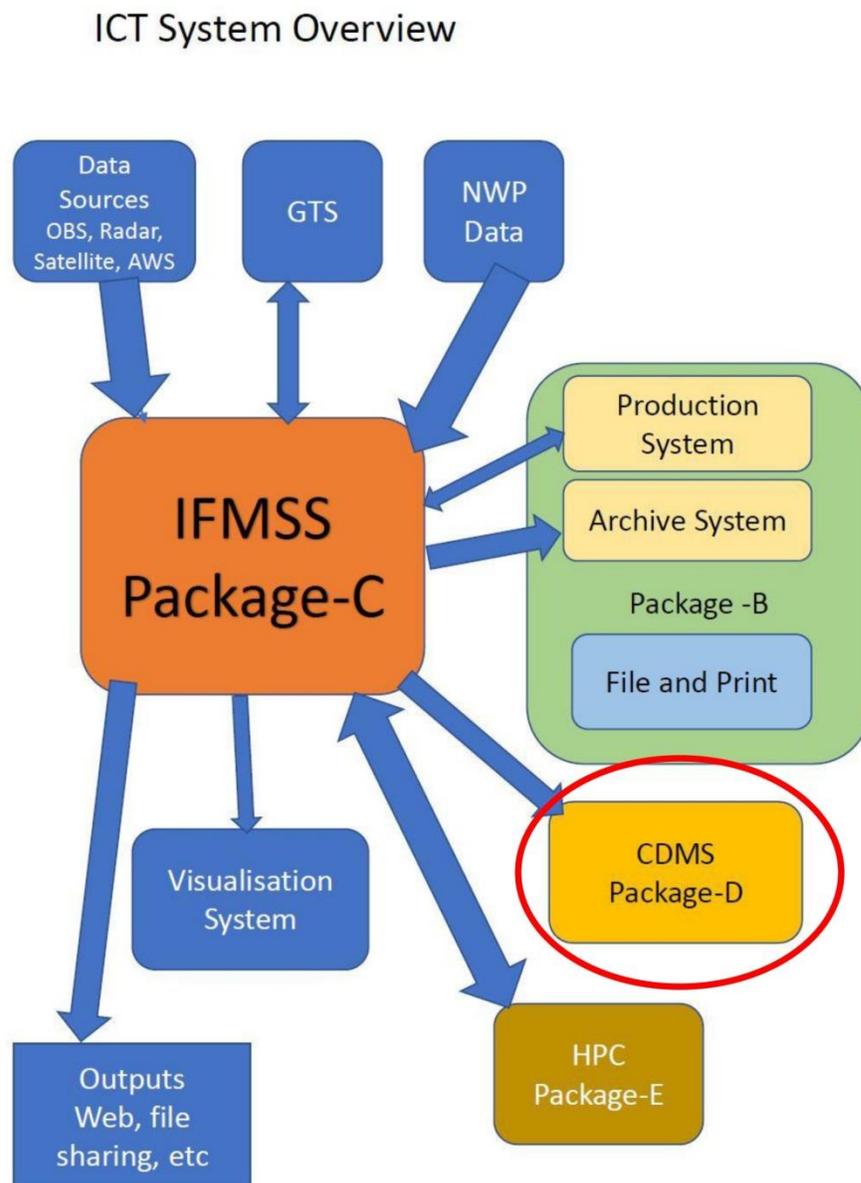
3.4 Hands-on Training to the Purchaser's Representatives

The Supplier shall have to provide comprehensive hands-on trainings, at least two modules of five days each, to technical personnel/ staffs duly nominated by the Purchaser; so that the Purchaser's personnel could be capable independently to handle and perform operation including data entry achieving/discovery/downloading/collecting/processing, trouble-shooting and solving functional problem with the equipment/devices and software. In particular those who are operating the CDMS, and who may not have any specialized ICT background, will require adequate training to enable them to carry out all operator functions and to perform first-line fault diagnosis and maintenance. Such training shall be conducted locally immediately after commissioning of items of goods as stated under subsection-2 of Section-VIII. The cost of such local training shall be included into the Bid/Contract Price.

4. Drawings

An outline of the overall integrated ICT system design is given below, with the CDMS highlighted. This helps to illustrate the overall relationship of the CDMS to other elements that are being procured in parallel competitions.

Fig 01 – Relationship of CDMS to other elements of the Integrated ICT design



The procurement packages A, B, C and D are outlined in the tables below:

Package A

Meteorological Information and Communication Station (MICS)	Infrastructural hardware for the MICS, including Power Supply, Surge Protection, Climate Control, Server Racks, Backbone Networking, Switches, Patch Panels, Security Systems together with some Civil Works and also some furniture.
ICT Security	Centralised and integrated network security for the BMD ICT systems.
Networking	The provision of physical cabling (Cat6 shielded cables and/or fibre optic cables) and network access sockets throughout the buildings on the BMD campus and their interconnection with Core Switches, Switches, Routers, Media Converters, Modems, Patch Panels, and other necessary networking devices.
Audio-Visual Studio System	Audio-visual equipment to allow the BMD staff to engage in radio and TV interviews, deliver briefings, prepare content for the website (or YouTube).
Videowall	A number of 2X2 and 3X2 videowall displays
Video-conferencing	Web cameras, microphones, controllers and monitors that can facilitate videoconference sessions.
Servers	Seven Servers, of varying capacity
PCs and Workstations	PCs, Workstations, Laptops, and Monitors

Package B

Archive System	Archive System designed for the shorter-range storage (circa one year) of raw meteorological data from Bangladesh but also from other agencies (Met Services from other countries, weather satellite agencies, global weather model data etc.) and also products produced by the BMD Forecast Office and distributed to users.
Forecast Production System	A bespoke system developed to allow a variety of meteorological products in the forms of text, tables, images and graphics to be assembled and edited into composite products for distribution to users.
Intranet System	Software for providing an Intranet facility (internal internet for BMD)
Data-Sharing Facility	Software for providing a facility for BMD to share data with other organisations in a secure and convenient manner.
Networked File, Print and email services	Mainly Microsoft CALs and Server Licences, with necessary server hardware; also 12 multi-function full-colour printers/copiers, and 16 multi-function B&W printers/copiers.

Package C

Integrated File and Message Switching System	<p>The IFMSS is a specialist system for the handling of meteorological data and messages, both incoming (reports from AWS, radar and satellite imagery, synoptic and aviation reports) and outgoing reports (WMO-format messages to the international meteorological communications system, data to the HPC system, products from the Forecast Office to users, data to the CDMS etc.).</p> <p>This is a very specialised software package with only a handful of firms internationally who have developed such systems and who provide them to the market. It would be optimum to ask bidders to supply complete systems (software and hardware) as each potential supplier will know best the server specifications and configurations which will suit their software.</p>
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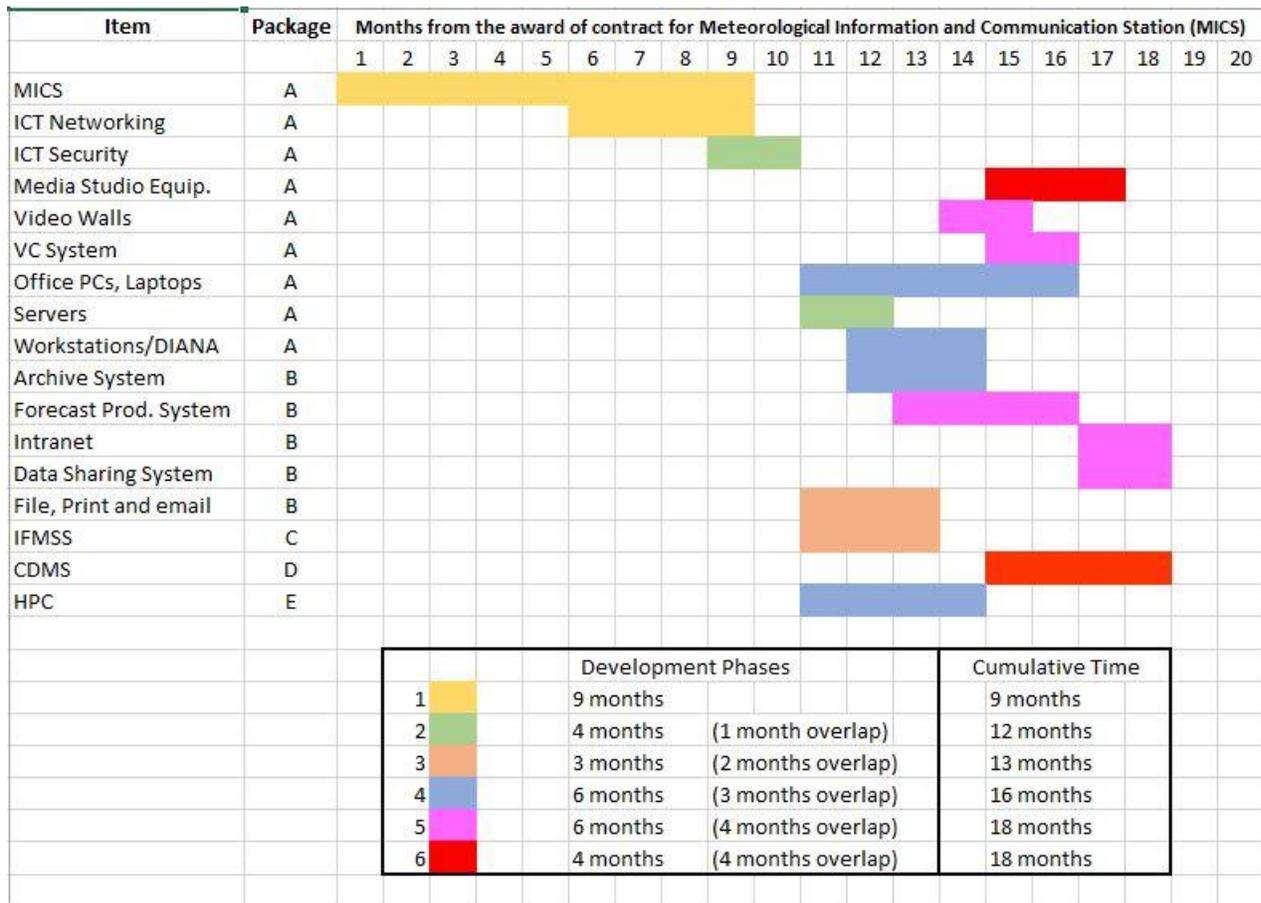
Package D

Climate Data Management System	<p>The CDMS is a specialist system for creating and managing a database of observed meteorological values, together with a set of tools to allow the data held within the CDMS to be quality-controlled, analysed and consequent products to be created.</p> <p>This is a very specialised software package with only a handful of firms internationally who have developed such systems and who provide them to the market.</p> <p>Bidders will be required to supply complete systems (software and</p>
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	hardware) as each potential supplier will know best the server specifications and configurations, and the data storage technologies, which will suit their software.
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The planned timeframes for the installation and commissioning of the different elements of the ICT design, taking into account the co-dependencies of many of these element, is illustrated in the chart below:

Fig 02 – Work plan for the commissioning and installation of the different elements of the planned ICT system



5. Inspections and Tests

The following inspections and tests shall be performed at Supplier's cost:

1. General definitions and requirement

Throughout this specification, the following general definitions shall apply:

Inspection:

A local Inspection Team/Acceptance Committee comprising of technical personnel to be selected by the Purchaser and the team/committee shall carry out inspection of the Goods in presence of Supplier's representative(s) at the Purchaser's designated premises.

The Supplier is to prove that all equipment functions as per the Technical Specifications and is in accordance with the project requirements

A. Overseas/Pre-shipment Inspection (PSI) before shipment (in case of imported goods)

- i) A third party pre-shipment inspection (**PSI**) shall be carried out by accredited agency(ies) authorized by the manufacturer and acceptable to the Purchaser to certify that the ordered Goods (ICT Hardware Equipment and other goods including, inter-alia Application Servers and Data Storage hardware for establishing CDM system, etc.) have been manufactured in compliance with specific standards in terms of quality and functioning performance. Such certification(s) of compliance issued by internationally accepted agency(ies)/ body(ies) (like, Societe Generale de Surveillance (SGS)/ INTERTEK/ Bureau of VERITAS or Equivalent) shall be provided to the Purchaser before delivery of the Goods at final destination in Bangladesh. The cost of such PSI shall be borne by the Supplier/Manufacturer.

B. Pre-delivery inspection (PDI) and Trial operation

- i) After post landing, the Supplier (the successful Bidder) shall, in sufficient time, notify the Purchaser in writing and invite the Purchaser's representatives for inspection.
- ii) PDI, the post landing inspection shall include physical checking of the Goods before or after installation and functioning performance testing to be carried out with the installed equipment/products and software, configured with required system; and such post landing inspection shall be carried out by an Inspection Team/Acceptance Committee formed by the Purchaser. During the PDI, if applicable, shipping documents along with compliance certificate(s) issued by the overseas inspecting agency(s) (nominated to conduct the PSI pursuant to Para-A. above will be checked. Such inspection and testing shall be done at the Supplier's cost.
- iii) Final acceptance of the supplied Goods shall be subject to inspection to ensure that no physical damage was sustained in transit and the technical parameters of the Goods are exactly the same as required by the Technical Specifications and quoted by the Bidder. Acceptance may require subsequent clarification (if any).
- iv) Before inspection for final acceptance, the Supplier shall have to assemble/install the equipment/ software/ accessories, configure, customize complete in all respects and ensure that each of the items of Goods is in working order with satisfactory functioning.

- v) During trial operation and functional testing as well as commissioning the system for handover to the Purchase, a satisfactory Site Acceptance Test (**SAT**)/ User's Acceptance Test (**UAT**) for all installed Goods and developed Systems shall be carried out by Supplier's Engineers/Technicians in the presence of the Purchaser's representatives.
- vi) After completion of inspection, the Inspection Team/Acceptance Committee duly formed for SAT/UAT shall issue a Compliance Report which is to be placed before the PE/PD for payment of invoice.

PART 3 - Contract

Section VIII. General Conditions of Contract

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Section VIII. General Conditions of Contract

1. Definitions

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

- (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.

- (m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project 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 Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Corrupt and Fraudulent Practices

- 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
 - (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
 - (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.
- 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 the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

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

4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

5. Language

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

- 6. Joint Venture, Consortium or Association** 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility** 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 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**.
- 9.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Purchaser’s country when
- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
- 9.2 (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 10 Settlement of** 10.1 The Purchaser and the Supplier shall make every effort to

Disputes

resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Bank

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

- 12. Scope of Supply** 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Documents** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 14. Supplier's Responsibilities** 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15 Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the 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, including any Advance Payments, if applicable, 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 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 17. Taxes and Duties** 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the

Purchaser's Country.

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

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 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

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 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

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 Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such

information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

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

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

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. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

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

22. Specifications and Standards**22.1 Technical Specifications and Drawings**

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 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 goods' final destination 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 and Incidental Services**
- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, 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
- 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 the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board

and lodging expenses.

- 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 Sub-Clause 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 Sub-Clause 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 by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum

deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

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 Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 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 Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design,

trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (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 Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 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 criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement
- 31. Change in Laws and Regulations**
- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.
- 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/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 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.
- 33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 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 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's

notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

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 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (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.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect

any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

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 twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (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. Export
Restriction**

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

APPENDIX TO GENERAL CONDITIONS

Bank's Policy- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

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

“Fraud and Corruption:

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.¹⁰ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹¹
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;¹²
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;¹³
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;¹⁴

¹⁰ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

¹¹ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

¹² For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

¹³ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

- (v) "obstructive practice" is:
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,¹⁵ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated¹⁶;

¹⁴ For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

¹⁵ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

¹⁶ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”
- .

Section IX. Special Conditions of Contract

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

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

GCC 1.1(i)	The Purchaser's country is: The Peoples' Republic of Bangladesh.
GCC 1.1(j)	The Purchaser is: Bangladesh Meteorological Department (BMD) represented by the Project Director, Strengthening Meteorological Information Services and Early Warning Systems (Component-A) of Bangladesh Weather and Climate Services Regional Project (BWCSR), Bangladesh.
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: ABHAWA BHABAN, E-24, Agargaon,, Dhaka-1207, Bangladesh
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be 2020
GCC 5.1	The language shall be: English
GCC 8.1	For notices , the Purchaser's address shall be: <i>Address: Strengthening Meteorological Information Services and Early Warning Systems (Component-A) of Bangladesh Weather and Climate Services Regional Project (BWCSR), BMD, ABHAWA BHABAN, Agargaon, Dhaka-1207, Bangladesh.</i> <i>Attention: Ahmed Arif Rashid.</i> <i>Project Director, BWCSR Project (Component -A)</i> Telephone: Phone: +88-02- 48110705 Facsimile number: +88-02- 58152019 Electronic mail address: <i>ahmedarifrashid@gmail.com</i>
GCC 9.1	The governing law shall be the law of: The People's Republic of Bangladesh
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:

	<p>(a) Contract with foreign Supplier:</p> <p>GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p>(b) Contracts with Supplier national of the Purchaser's country:</p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.</p>
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <p><u>For Goods supplied from abroad on CIP terms:</u></p> <ul style="list-style-type: none"> (i) Supplier's invoices showing the Contract number and title, Goods' description (with HS code), quantity (es), unit prices, and total amount: two(2) originals and six (6) copies. Invoice must be signed in original and stamped or sealed with the Supplier's stamp/seal. (ii) <u>Full set of originals</u> of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and six (6) copies of non-negotiable bill of lading, or one (1) original and six (6) copies of non-negotiable sea waybill, railway consignment note, road consignment note, truck waybill, air waybill or multi-modal transport document showing delivery to the named place of destination in the Purchaser's country; (iii) Packing list identifying contents of each package: two (2) originals and six (6) copies; (iv) Insurance certificates showing the Purchaser as insured party: one (1) original and six (6) copies; (v) Manufacturer's warranty certificate: one (1) original and six (6) copies; (vi) Pre-Shipment Inspection (PSI) report (positive) issued by a nominated inspection agency: one (1) original and six (6) copies; (vii) Shipment clearance letter by the Purchaser: one (1) original and six (6) copies; (viii) Certificate of origin issued by the relevant authority/ organization of the source country (such as Chamber of Commerce): one (1) original and six (6) copies. <p><u>For Goods supplied from within the Purchaser's country:</u></p> <ul style="list-style-type: none"> (i) Supplier's invoice showing the Contract number and title, Goods' description, quantities, unit prices, total amount, inland transportation and insurance costs up to the Final Destination, and any other applicable costs under the Contract: two (2) originals and six (6) copies. Invoice must be signed in original and stamped or sealed with the Supplier's stamp/seal; and

	<p>if required statement of tax payment issues provided with supporting papers.</p> <ul style="list-style-type: none"> (ii) Waybill showing delivery to the Project Site: one (1) original and six (6) copies (iii) Packing list identifying contents of each package: two (2) originals and six (6) copies; (iv) Insurance certificate showing the Purchaser as insured party: one (1) original and six (6) copies; (v) Manufacturer's warranty certificate: one (1) original and six (6) copies; (vi) Certificate of origin issued by the relevant authority/ organization of the source country (such as Chamber of Commerce): one (1) original and six (6) copies. <p><u>Notes:</u></p> <p><i>Original shipping documents shall be prepared in accordance with requirements of the Letter of Credit (L/C) opened by the Purchaser in favor of Supplier and, in all cases, it must be clearly mentioned that BMD is the importer/consignee of the Goods.</i></p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall not be adjustable
GCC 16.1	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>A. Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in..... [currency of the Contract Price] in the following manner:</p> <p>in the following manner:</p> <ul style="list-style-type: none"> (i) On Shipment: 70%(Seventy percent) of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit (L/C) opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13. (ii) On Acceptance and Commissioning: 15%(Fifteen percent) of the Contract Price of the Goods delivered, system developed and put into operation; and successfully commissioned shall be paid through bank transfer to the Supplier's bank account, upon safe receipt and acceptance of Goods at the Final Destination and submission of a claim supported by the acceptance of SAT/UAT certificate issued by the Purchaser. (iii) On Local Hands-on Training: 10%(Ten percent)of the Contract Price shall be paid through bank transfer to the Supplier's bank account

within thirty (30) days of satisfactory completion of related services of local hands-on training provided to the Participants nominated by the Purchaser on the hardware and software operation including trouble-shooting with problem solving techniques-upon submission of a claim supported by the acceptance certificate issued by the Purchaser.

- (iv) **On Warranty of Period for Support Services:** *The remaining 5%(Five percent)of the Contract Price shall be paid through bank transfer to the Supplier's bank account within Forty Five (45) days upon submission of claims supported by the acceptance of support services provided by the Supplier as per satisfaction of the Purchaser.*

Payment of local currency portion:

- (i) **70%**(Seventy percent) *of the local portion of the currency (if any) of Contract Price of the Goods shipped shall be paid in **Bangladesh Taka (BDT)** through irrevocable confirmed letter of credit (L/C) opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13.*
- (ii) **15%**(Fifteen percent) *of the local portion of the currency (if any) of Contract Price for the Goods delivered, system developed and put into operation; and successfully commissioned shall be paid in **BDT** through bank transfer to the Supplier's bank account, upon safe receipt and acceptance of Goods at the Final Destination and submission of a claim supported by the acceptance of SAT/UAT certificate issued by the Purchaser.*
- (iii) **10%**(Ten percent) *of the local portion of the currency (if any) of Contract Price shall be paid in **BDT** through bank transfer to the Supplier's bank account within thirty (30) days of satisfactory completion of related services of local hands-on training provided to the Participants nominated by the Purchaser on the hardware and software operation including trouble-shooting with problem solving techniques-upon submission of a claim supported by the acceptance certificate issued by the Purchaser.*
- (iv) *The remaining 5% (Five percent) of the local portion of the currency (if any) of the Contract Price shall be paid in **BDT** through bank transfer to the Supplier's bank account within Forty Five (45) days upon submission of claims supported by the acceptance of support services provided within the Warranty Period by the Supplier as per satisfaction of the Purchaser for the payment.*

B. Payment for Goods and Services supplied from within the Purchaser's country:

Payment for Goods and Services supplied from within the Purchaser's country shall be made in BDT as follows:

	<p>(i) On Delivery:70% (Seventy percent) of the Contract Price of the Goods delivered shall be paid through bank transfer to the Supplier’s bank account, upon safe receipt of the Goods at the Final Destination and submission of a claim supported by the documents specified in GCC Clause 13 and acceptance certificate issued by the Purchaser.</p> <p>(ii) On Acceptance &Commissioning: 15% (Fifteen percent) of the Contract Price of the Goods successfully commissioned and put into operation shall be paid through bank transfer to the Supplier’s bank account within thirty (30) days of commissioning of the Goods and completion of Related Services, upon submission of a claim supported by the acceptance certificate issued by the Purchaser.</p> <p>(iii) On Local Hands-on Training: 10%(Ten percent) of the Contract Price shall be paid through bank transfer to the Supplier’s bank account within thirty (30) days of satisfactorily completion of related services of local hands-on training provided to the Participants nominated by the Purchaser on the hardware and software operation including trouble-shooting with problem solving techniques-upon submission of a claim supported by the acceptance certificate issued by the Purchaser.</p> <p>(iv) On Warranty of Period for Support Services: The remaining 5% (Five percent) of the Contract Price shall be paid through bank transfer to the Supplier’s bank account within Forty Five (45) days upon submission of claims supported by the acceptance of support services provided by the Supplier as per satisfaction of the Purchaser.</p> <p>C. Payment for Related Services:</p> <p>Payment for Related Services provided shall be made in[currency(ies) of the Contract Price]as follows:</p> <p>(i) On Completion: 100% (Hundred percent) of the Contract Price of the Related Services performed shall be paid through bank transfer to the Supplier’s bank account within thirty (30) days of completion of the Related Services, upon submission of a claim supported by the acceptance certificate issued by the Purchaser.</p>
<p>GCC 16.5</p>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be sixty (60) days.</p> <p>The interest rate that shall be applied is 3-month LIBOR interest rate plus 1% (one percent) for foreign currency portion and average interbank interest rate in Bangladesh plus 1% (one percent) for local currency (BDT) component of payment</p>
<p>GCC 18.1</p>	<p>A Performance Security shall be required.</p> <p>The amount of the Performance Security shall be: 10% (Ten percent)of the Contract Price. The Performance Security shall be denominated in US dollars, Bangladesh Taka, or any freely convertible currency acceptable to the Purchaser.</p>

GCC 18.3	The Performance Security shall be in the form of: demand guarantee issued by a bank acceptable by the Purchaser, in accordance with the Form of Performance Security (Option 1: Bank Guarantee) provided in Section X. Contract Forms of the Bidding Document.
GCC 18.4	Discharge of the Performance Security shall take place: not later than twenty eight (28) days following the date of Completion of the Supplier's Performance Obligations under the Contract including Warranty obligations ,
GCC 23.2	<p>The packing, marking and documentation within and outside the packages shall be:</p> <p><i>A complete packing list indicating the content of each package shall be enclosed in waterproof envelope and shall be secured to the goods' packaging.</i></p> <p><i>In addition, each package shall be marked with indelible ink/paint in bold letter from outside on both neighboring sides of the box. Marking must be in English language according to the following format:</i></p> <p><i>Project:</i> Strengthening Meteorological Information Services and Early Warning Systems (Component-A) of Bangladesh Weather and Climate Services Regional Project (BWCSRP), BMD, Dhaka.</p> <p><i>IDA Credit No.:</i> 5837-BD</p> <p><i>Contract No.:</i> BMD-G32</p> <p><i>Contract Date:</i> _____</p> <p><i>Supplier:</i> _____</p> <p><i>Purchaser / Consignee:</i> Bangladesh Meteorological Department represented by the Project Director, Strengthening Meteorological Information Services and Early Warning Systems (Component-A) of Bangladesh Weather and Climate Services Regional Project (BWCSRP), Bangladesh.</p> <p><i>Address:</i> Office of the Project Director, BWCSR Project (Component –A), Bangladesh Meteorological Department, E-24, Agargaon, Dhaka-1207, Bangladesh</p>

	<p>Attention: <i>Ahmed Arif Rashid.</i> <i>Project Director, BWCSR Project (Component -A)</i></p> <p>Telephone: Phone: +88-02- 48110705 Facsimile number: +88-02- 58152019 Electronic mail address: <u><i>ahmedarifrashid@gmail.com</i></u></p> <p><i>Brief description of the content: _____</i> <i>Country of origin: _____</i> <i>Package No.: _____ Total number of packages: _____</i> <i>Gross weight: _____</i> <i>Net weight: _____</i></p> <p><i>Upright markings, where appropriate, shall be placed on all four vertical sides of the package. Wherever appropriate the package shall be marked with words "Careful", "Front side up", "Keep in dry places", etc.</i></p> <p><i>In addition, the packing and handling/transporting shall comply strictly with other special requirements, if any specified in the Contract; and the packing shall be sufficient to withstand and be suitable, without limitation, exposure to extreme temperature, salt, precipitation and open space storage.</i></p>
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	<p>Responsibility for international transportation of the Goods to the named place of destination specified in the Contract shall be as specified in Incoterms 2020. <i>The contract of carriage shall also include unloading at the named place of destination and respective costs shall be deemed included into the Contract Price.</i></p> <p><i>Wherever the customs clearance is involved the Purchaser shall pay, upon submission of demand note or document of reimbursable, the Customs duties (CD) and Value Added Tax (VAT) and other taxes/levies under Custom Duty Structure of Bangladesh on the imported Goods under the Contract (incurred at the named place of destination). Customs formalities including appointment of, and payment to, clearing and forwarding (C&F) agent, shall be done by the Purchaser. Port dues and all other charges including demurrage charges (if any) at port shall be at the expense of the Supplier. Such costs and charges are deemed included into the Contract Price.</i></p> <p><i>In addition, the Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's country, defined as the Project Site, transport to such final destination, including loading/unloading, insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be</i></p>

	<p><i>deemed included in the Contract Price.</i></p> <p><i>Upon completion of customs formalities the Supplier shall ensure that the Goods have been collected from the customs warehouse within a reasonable period. The Supplier shall bear the storage expenses if this requirement is not met.</i></p>
GCC 25.2	<p>Incidental services to be provided are:</p> <p>(a) <i>Assembly, installation, configuring, adjustment, system customizing, testing, functional trial and commissioning of the Goods supplied, in accordance with requirements of the Technical Specifications.</i></p> <p>(b) <i>Hand-on training for at least 10 (Ten) technical staffs/users of the Purchaser on operation (including operational, processing, troubleshooting and solving functional problems) of the Goods supplied, in accordance with requirements of the Technical Specifications (subsection-3.2 and subsection-3.4 stated in Section-VII) and all cost shall be deemed included into the Contract Price.</i></p>
GCC 26.1	<p>The inspections and tests shall be <i>as specified in the subsection-5 (Inspection and Tests) stated in under Section-VIII (Schedule of Requirements. All costs associated with inspections and tests (including PSI, PDI and acceptance testing as would be required) shall be borne by the Supplier and shall be deemed included into the Contract Price.</i></p>
GCC 26.2	<p>The Inspections and tests shall be conducted at: <i>as specified in the subsection-5 (Inspection and Tests) stated in under Section-VIII (Schedule of Requirements, preferably at places of use of goods.</i></p>
GCC 27.1	<p>The liquidated damage shall be: 0.5% (point five percent) of Contract Price per week of the portion of delayed Goods and Related Services.</p>
GCC 27.1	<p>The maximum amount of liquidated damages shall be: 10% (Ten percent) of the Contract Price.</p>
GCC 28.3	<p>The period of validity of the Warranty (Warranty Period) shall be:</p> <p><i>12 months from the date of commissioning of the Goods as evidenced by acceptance certificate issued by the Purchaser and upgrading provision for software if any supplied under any item within the period.</i></p> <p>For purposes of the Warranty, the place of Final Destination shall be: <i>ABHAWA BHABAN, E-24, Agargaon,, Dhaka-1207, Bangladesh</i></p>
GCC 28.5	<p>The period for repair or replacement shall be: 14 (fourteen) days.</p>

Attachment: Price Adjustment Formula:

Not Applicable for this contract

Attachment: Price Adjustment Formula

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

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

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

$$a+b+c = 1$$

in which:

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

The Bidder shall indicate the source of the indices and the base date indices in its bid. The coefficients a, b, and c as specified by the Purchaser are as follows:

$a = [insert\ value\ of\ coefficient]$

$b = [insert\ value\ of\ coefficient]$

$c = [insert\ value\ of\ coefficient]$

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

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

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

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

Section X. Contract Forms

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

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Letter of Acceptance

[letterhead paper of the Purchaser]

[date]

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

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

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

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

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

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

THIS AGREEMENT made

the *[insert: **number**]* day of *[insert: **month**], [insert: **year**]*.

BETWEEN

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

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

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)

- (g) the completed Schedules (including Price Schedules)
 - (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

Performance Security

Option 1: (Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

Date: *_ [Insert date of issue]*

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this*

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

[signature(s)]

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

guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Option 2: Performance Bond

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

NOT APPLICABLE

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

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

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

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

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

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

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

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security

NOT APPLICABLE

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

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

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

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

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

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

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

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

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

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[signature(s)]

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

Note: A copy of Invitation for Bids (IFB) dated..... is enclosed with this document.

= *End of the bidding documents* =