

ADB



**Session 2:**  
**ADB's Procurement and  
Bidding Management**

## Session 2:

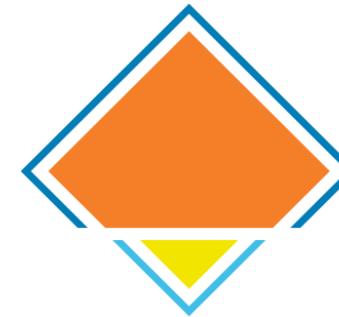
### ADB's Procurement and Bidding Management



**Rustam Abdukayumov**

Procurement, Portfolio, and Financial  
Management Department (PPFD)

ADB

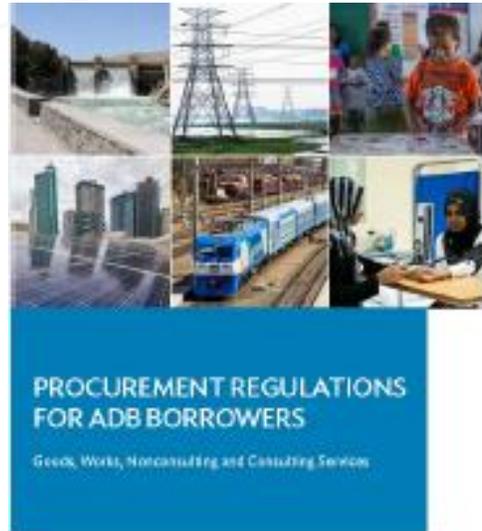
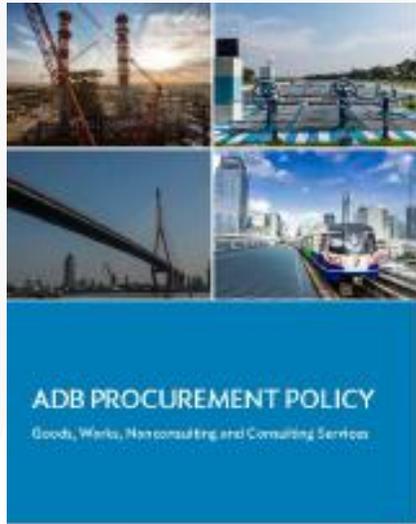


**Rohan Schaap**

Director, Investigations Division  
OAI

ADB

# ADB Procurement Framework



## 8 Standard Bidding Documents and 9 User Guides

**Issued June 2018**  
Facilitate the bidding and procurement process



## 24 Guidance Notes on Procurement

**Issued June 2018**  
Explain and elaborate on the provisions of the procurement policy and procurement regulations



<https://asiandevbank.sharepoint.com/teams/ppfd/SitePages/Procurement-Standard-Documents-and-Templates.aspx>

<https://www.adb.org/documents/guidance-notes-on-procurement>

# ADB Procurement Policy and Procurement Regulations for ADB Borrowers

## VII. Integrity

10. ADB requires application of the highest standard of ethics during any procurement process subject to this Policy and use of funds, resources, assets, and authority in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time) (Anticorruption Guidelines).
  - e) A firm or individual sanctioned or temporarily suspended by ADB in accordance with ADB's Anticorruption Guidelines shall be ineligible to participate in or to be awarded an ADB-financed or ADB-administered contract, financially or otherwise, during the period of time determined by ADB.

# ADB Standard Bid Documents - ITB

## 3. Fraud and Corruption

- 3.1 ADB requires Borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time).
- b) Will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
  - d) Will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate<sup>1</sup> in ADB- financed, -administered, or –supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

# ADB Standard Bid Documents – ITB and ECQ

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

### 2.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Bid
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4.8 Bidders shall be excluded if, by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods from, or payments to, a particular country, person, or entity in respect of goods or services originating in that country. Where the Borrower’s country prohibits payments to a particular person or entity or for particular goods or services by such an act of compliance, that firm shall be excluded.

### 2.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Bid
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# Conflict of Interest in Procurement Regulations for ADB Borrowers

- 1.19 ADB considers a conflict of interest to **be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulation**. A conflict of interest may not, in all cases, in and of itself, constitute a violation of ADB's Anticorruption Guidelines, if appropriately addressed or mitigated.
- 1.20 ADB requires bidders **to disclose** all conflicts of interest during the bid submission. ADB will take appropriate actions to manage such conflicts of interest or may reject a proposal for award if it determines that a conflict of interest has flawed the integrity of any procurement process.
- 1.21 ADB requires that all those who are involved in the procurement process for an ADB-financed contract (i) do not have a conflict of interest with regard to the procurement concerned and are required to remain professional, objective, and impartial; and (ii) are required to always hold the borrower's interest paramount, without any consideration of future work, and to avoid conflicts with other assignments and their own corporate and personal interests.

# Conflict of Interest in Procurement Regulations for ADB Borrowers and ADB Standard Bid Documents

## Conflict of Interest

1.21 ADB requires that all those who are involved in the procurement process for an ADB-financed contract (i) do not have a conflict of interest with regard to the procurement concerned and are required to remain professional, objective, and impartial; and (ii) are required to always hold the borrower's interest paramount, without any consideration of future work, and to avoid conflicts with other assignments and their own corporate and personal interests.

### 2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB Subclause 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Bid
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# ADB Standard Bid Documents - Letter of Bid

- b) We acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.
- k) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Asian Development Bank; or a debarment imposed by the Asian Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.<sup>1</sup> s
- l) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not under ongoing investigation and/or sanctions proceedings by the Asian Development Bank or any multilateral development Bank

# ADB Standard Bid Documents - Letter of Bid

- m) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the Contract, are not temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency.
  - aa) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Employer of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded; and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time).

# ADB Standard Bid Documents –Bidding Forms

## Form FIN – 1: Historical Financial Performance

Each Bidder must fill out this form.

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

Joint Venture Partner: \_\_\_\_\_

Financial Data for Previous 3 Years <sup>a</sup> [\$ equivalent]		
Year 1:	Year 2:	Year 3:

### Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA – TL			
Current Assets (CA)			
Current Liabilities (CL)			
<b>Working Capital = CA - CL</b>			

# ADB Standard Bid Documents –Bidding Forms

## Form FIN – 2: Average Annual Construction Turnover

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture for the total certified payments received from the clients for contracts in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

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

Joint Venture Partner: \_\_\_\_\_

Annual Turnover Data for the Last... Years <sup>a</sup> (Construction only)			
Year 1:	Amount Currency	Exchange Rate	\$ Equivalent
Average Annual Construction Turnover <sup>b</sup>			

# ADB Standard Bid Documents –Bidding Forms

## Form FIN – 3: Availability of Financial Resources

Bidders must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Bidder's financial requirements for

- (a) its current contract commitments, and
- (b) the subject contract.

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

Joint Venture Partner: \_\_\_\_\_

Financial Resources		
No.	Source of Financing	Amount (\$ equivalent)
1	Working capital (to be taken from FIN – 1)	
2	Credit Line <sup>a</sup>	
3	Other financial resources	
<b>Total Available Financial Resources</b>		

# ADB Standard Bid Documents –Bidding Forms

## Form EXP – 1: Contracts of Similar Size and Nature

Fill out one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement, Taking-Over Certificate, Contract Completion Certificate or Performance Certificate.

The exchange rate to be used to calculate the value of the contract for conversion to a specific currency shall be the selling rate of the Borrower’s Central bank on the date of the contract.

Contract of Similar Size and Nature		
Contract No..... of.....	Contract Identification	
Award Date		Completion Date
Total Contract Amount	\$	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer’s name		
Address		
Telephone number		
Fax number		
E-mail		

# ADB Standard Bid Documents – Bidding Forms

## Form EXP – 2: Construction Experience in Key Activities

Fill out one form per contract. Each contract shall be supported by documents such as Signed Contract Agreement, Taking-Over Certificate or Contract Completion Certificate.

Each Bidder must fill out this form.

If complied by Specialist Subcontractors, each Specialist Subcontractor must fill out this form and provide the Specialist Subcontractor's name:

Specialist Subcontractor: \_\_\_\_\_

Contract with Similar Key Activities		
Contract No. .... of .....	Contract Identification	
Award Date	Completion Date	
Total Contract Amount	\$	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		

# Contract provisions for Works and Consulting Services

If the Contractor is debarred or temporarily suspended by ADB, it shall inform the Employer of such debarment or suspension, and that the endorsement of ADB's Office of Anticorruption and Integrity is required for any variations, extensions or modifications to the Contract.

If the Employer determines, based on reasonable evidence, that the Contractor has engaged in Corrupt, fraudulent, collusive, or coercive practices, or other integrity violations, including the failure to disclose any required information which constitutes a fraudulent practice, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such termination had been made under Sub-Clause 15.2 [Termination by Employer].

- 19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices or other integrity violations, in completing for or in executing the Contract, the Client may, after giving 14 calendar days' written notice to the Consultant, terminate the Consultant's employment under the Contract.

# Contractors' and Consultants' Responsibilities

- Fully disclose and declare all information truthfully and to the best of their ability
- Be familiar with ADB's Anticorruption Policy and Integrity Principles and Guidelines.
- Carefully read instructions in the bidding documents.
- Ensure that the Bidder itself, its JV partners, Bidder's direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any subcontractors, consultants, subconsultants, manufacturers, service providers or suppliers for any part of the contract
  - *are not under a temporary suspension or a debarment by ADB or any multilateral development bank*
  - *are not under ongoing investigation and/or sanctions proceedings by ADB or any multilateral development bank.*
- Report to ADB or the Employer (the Client) at any time if the Contractor (the Consultant) is debarred or temporarily suspended.
- Permit ADB to inspect the Contractor's (the Consultant's) assets, accounts and records, and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.
- Cooperate fully in any investigation when requested by ADB.

# ADB Standard Procurement

## Procurement complaints



Procurement-related complaints with regard to a bidding process may be brought to the attention of the borrower or ADB, or both, at the appropriate stage of the procurement process.

Such complaints must be addressed objectively and in a timely manner, with transparency and fairness.



Bidding-related complaints can arise **prior** to the submission of bids, **after** bid submission **but** prior to contract award, **and/or after** contract award.

Complaints brought to the attention of the borrower or ADB must be submitted in writing and must be addressed objectively and in a timely manner, with transparency and fairness. An effective complaints handling mechanism provides a check on arbitrary decision making and encourages competition.

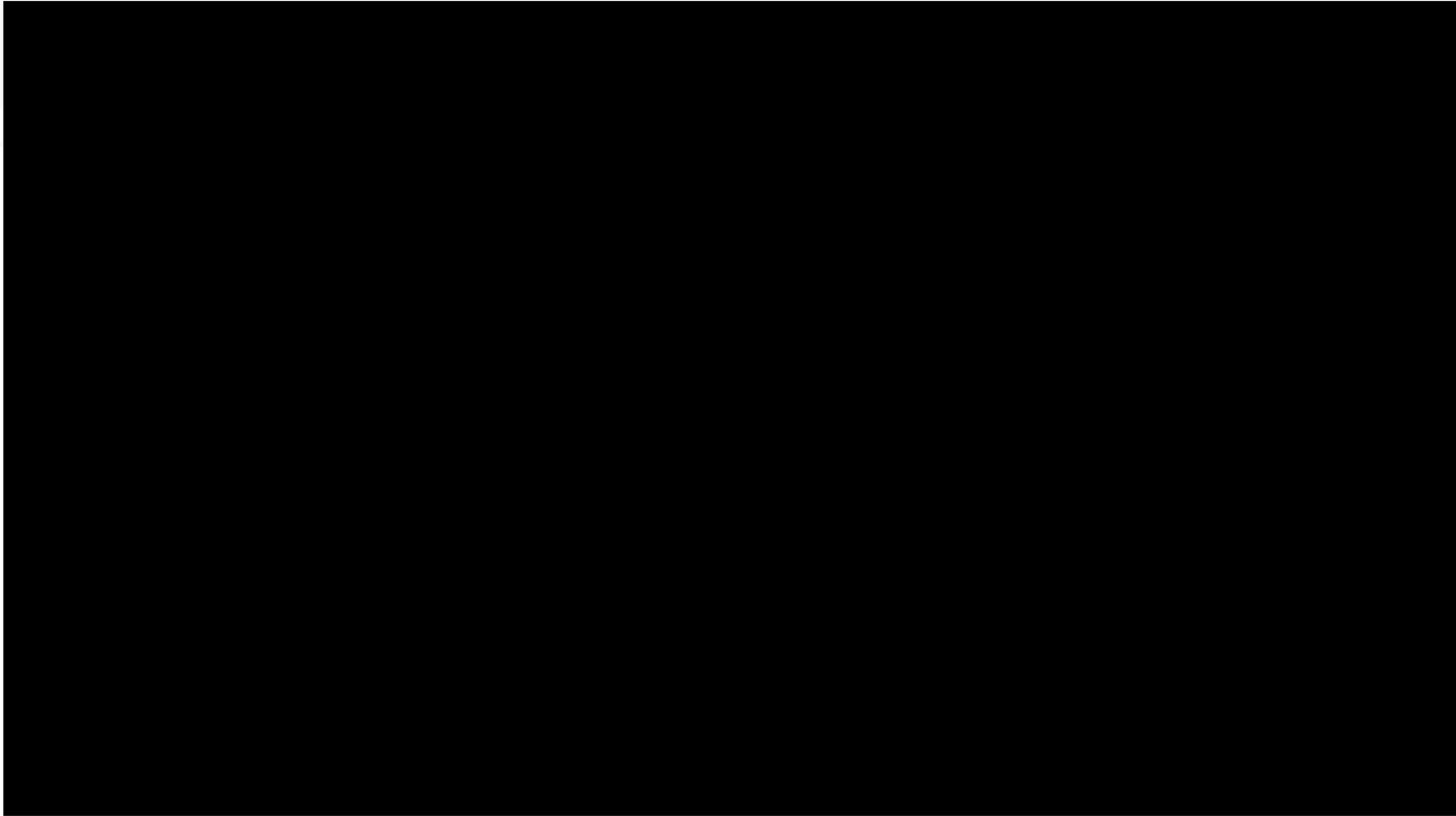
# ADB Standard Procurement

## Procurement complaints

- (a) Basic information:** The submission should include the name, contact details, and address of the interested party. The specific project name, prior material correspondence with the borrower, and any other pertinent information should also be detailed.
- (b) Stage of bidding process:** The stage of the bidding process (including prequalification or short-listing) should be identified. The complaint may challenge, among other things, (i) procurement documentation (including in connection with prequalification) and related processes and procedures, if the complaint is filed prior to bid submission; (ii) a borrower's decision to declare the bid or proposal nonresponsive or bidder unqualified, if the borrower has made a firm decision to reject the bid or proposal or bidder in advance of contract award in accordance with applicable procedure; or (iii) a borrower's decision to award the contract to another bidder.
- (c) Alleged inconsistency or violation:** The manner in which the borrower's actions or circumstances give rise to the alleged violation of applicable procurement policy provisions and/or procedures. Any actual or potential adverse impact on the interested party should be detailed.



# Procurement complaints





*Almost all (95%) of PRC entities that are debarred by ADB are a result of misrepresentations in bid submission.*

## This has typically occurred because the preparation of the bid is:

- outsourced to agents (external parties) who are not adequately supervised; or
- completed by junior employees who are under pressure to make sure the bid is completed, even if it contains wrong information; or
- compiled by employees who do not appreciate the consequences of including false information.

## Prevention:

- Proper training of staff on how to complete bids; and
- Quality review and assurance before a bid is submitted; and
- **Effective internal controls.**

## Bidding Forms

### Bill of Quantities

#### Objectives

The objectives of the Bill of Quantities are

- (a) to provide sufficient information on the quantities of Works to be executed, so that suitable bids to be prepared efficiently and accurately; and
- (b) when a contract has been entered into, to provide a Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, the quantities of Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between different classes of Works, or between Works of the same nature carried out in different localities, or under different circumstances that may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple as possible.

#### Content

The Bill of Quantities should be divided generally into the following sections:

**BOQ and bidding documents should be authentic**

# Bids/ Proposals

## Bidding Forms

### Technical Proposal

#### Technical Proposal – Personnel

##### Form PER – 1: Proposed Personnel

Bidder shall provide the details of the proposed personnel and the relevant Information Forms below for each candidate:

##### Form PER – 2: Resume of Proposed Personnel

1.	Title of position	Position	
	Name	Personnel information	
2.	Title of position	Date of birth	
	Name	Educational qualifications	
		Name of employer	
		Address of employer	
		Telephone	Contact (manager / personnel officer)

**Proposed personnel should provide consent and be available**

# Bids/ Proposals

## Bidding Forms

### Technical Proposal – Equipment

#### Form EQU: Equipment

The Bidder shall provide adequate information and details to demonstrate clearly the capability to meet the equipment requirements indicated in Section 6 (Employer's Requirements), using the Forms below. A separate Form shall be prepared for each item of equipment and for any alternative equipment proposed by the Bidder.

Item of Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current location	Current location	
State	State	

**Equipment should be available**

# Bids/ Proposals

## Bidding Forms

### Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Eligibility and Qualification Criteria) the Bidder shall provide the information requested in the Information Sheets included hereunder:

#### Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of JV, name of each partner	

**Information on incorporation documents, shareholders, owners and managers, authorized representative, JV partners, legal address, and country of constitution should be in order**

# Bids/ Proposals

## Bidding Forms

### Form LIT - 1: Pending Litigation

Each Bidder or member of a JV must fill in this form if so required under Criterion 2.2 of Section 3 (Evaluation and Qualification Criteria).

Choose one of the

### Form FIN - 2: Average Annual Construction Turnover

Each Bidder or member of a JV must fill in this form.

The information supplied should be the Annual Turnover of the Bidder or each member of the amounts billed to clients for each year for work in progress or completed at the rate of exchange.

Annual	
Year	

### Form FIN - 1: Historical Financial Performance

Each Bidder or member of a JV must fill in this form.

[US\$ Equivalent]	
Year	Year 3:

### Contract of Similar Size and Nature

Total As

Contract of Similar Size and Nature	
of .....	Contract Identification

### Form EXP - 1(b): Construction Experience in Key Activities

Fill up one (1) form per contract.

Total Contract Amount

Contract with Similar Key Activities	
Contract No. .... of .....	Contract Identification
Award Date	Completion Date
Total Contract Amount	US\$

Should be completed accurately and subject to 'four-eyes review' prior to submission

## Case Study – ADB Project: Loan 2802-PRC: Xi'an Urban Road Network Improvement Project

### ADB Debarment of Shaanxi Herui Technology Development Co., Ltd

#### Background:

This ADB Project was undertaken to develop an efficient, safe, and environmentally sustainable integrated urban transport system in Xi'an, the People's Republic of China. The Project included five outputs: (i) road network improvements; (ii) pedestrian crossing and safety improvements; (iii) multimodal interchange facilities; (iv) road user safety program; and (v) environment protection enhancement. The Project's executing agency (the "EA") was the Xi'an Municipal Urban & Rural Construction Commission.

#### Contracts:

The ADB Project included procurements for two contracts:

- (i) Package No. MIF-G03: Maintenance and Power Supply Equipment for Xi'an National Civil Aerospace Industrial Base Transport Hub ("Contract 1"); and
- (ii) Package No. MIF-G04: Maintenance Equipment for Xigao Transport Hub ("Contract 2").

**The Bidder:** Shaanxi Herui Technology Development Co., Ltd. 陕西和瑞科技发展有限公司 Chinese incorporated entity, submitted bids for both contracts.

# Case Study – Continued:

## Bid Requirements:

Article 19(1) of the “Instructions to Bidders” in the bidding documents for the Contracts required bidders to submit manufacturers’ authorizations for major equipment.

Shaanxi Herui submitted the following manufacturers’ authorizations:

- (i) Manufacturer’s authorization issued by Guangdong Yuehai Motor Vehicle Co., Ltd. (“Guangdong Yuehai”) indicating the signature of “Peng Tiancheng” with a date of 22 October 2018 and
- (ii) Manufacturer’s authorization issued by Shenyang 245 Factory Co., Ltd. (“Shenyang 245”) indicating the signature of “Wang Ke” with a date of 22 October 2018 (Attachment 3).

# Case Study

## Continued:

### 制造商授权书

日期: [2018年10月22日]

招标编号: [0702-1820C1TC1062]

致: 西安城市基础设施建设投资集团有限公司 (买方名称)

我们广东粤海汽车有限公司 (生产厂商名称), 作为依照中华人民共和国 (国家名称) 的法律依法成立并在广东省佛山市南海区九江镇物流产业园 (生产厂商地址) 拥有主要办公地点的生产方, 在此正式指定陕西尼奥普兰商贸有限公司 (贸易公司名称) 作为我们的提供如下货物道路吊牵式救援清障车 (货物名称及简要描述) 并执行后续的合同谈判和签订活动的真实合法的代表

我方在此保证为上述公司响应本次招标而提供的货物按照通用合同条款第 28 条规定的提供全部质量保证。

姓名: 彭添成 [插入授权签字人的名称]

职位: 经理 [插入授权签字人的法定职位]

签名: 彭添成 [插入授权签字人的签名]

授权签署授权书代表: 广东粤海汽车有限公司 [插入制造商名称]

日期: 2018年10月22日 [插入签字日期]

# Case Study

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## Continued:

### 制造商授权书

日期: [2018年10月22日]  
招标编号: [0702-1820CITC1062]

致: 西安城市基础设施建设投资集团有限公司 (买方名称)

我们沈阳二四五厂 (生产厂商名称), 作为依照中华人民共和国 (国家名称) 的法律依法成立并在辽宁省沈阳市沈北新区八达路5号 (生产厂商地址) 拥有主要办公地点的生产方, 在此正式指定陕西尼奥普兰商贸有限公司 (贸易公司名称) 作为我们的提供如下货物 制动盘切削机 (货物名称及简要描述) 并执行后续的合同谈判和签订活动的真实合法的代表

我方在此保证为上述公司响应本次招标而提供的货物按照通用合同条款第 28 条规定的提供全部质量保证。

姓名: 王珂 [插入授权签字人的名称]

职位: 经理 [插入授权签字人的法定职位]

签名: 王珂 [插入上述人的签名]

授权签署授权书代表: 沈阳二四五厂 [插入制造商名称]

日期: 2018年10月22日 [插入签字日期]



# Case Study – Continued:

## Suspicious noted - Guangdong Yuehai:

The manufacturer’s authorization issued by Guangdong Yuehai, the designation and signature of the signatory (i.e., “Peng Tiangcheng”) were observed to be different compared to a similar manufacturer’s authorization also issued by Guangdong Yuehai but submitted by another bidder. In addition, differences in the company seal were observed, particularly the positions of the Chinese name and identification numbers.

Signatory	Peng Tiancheng 彭添成	Peng Tiancheng 彭添成
Title	Legal Representative	Manager
Signature		
Company chop		

# Case Study – Continued:

## Suspicious noted - Guangdong Yuehai:

Similarly, in the manufacturer's authorization issued by Shenyang 245, the registered addresses, designation, and signature of the signatory (i.e., "Wang Ke") were observed to be different compared to a similar manufacturer's authorization issued by Shenyang 245 but submitted by another bidder. In addition, the company name and identification number of the company seal were observed to be different.

Signatory	Wang Ke 王珂	Wang Ke 王珂
Title	General Manager	Manager
Signature		
Company chop		
Company name	Shenyang 245 Factory Limited Liabilities Co.	Shenyang 245 Factory

# Case Study – Continued:

## The ADB Investigation Determined that:

- Guangdong Yuehai and Shandong 245 did not issue the Manufacturer's Authorizations submitted by Shaanxi Herui in its bids (as confirmed by Guangdong Yuehai and Shandong 245).
- Shaanxi Herui submitted fraudulent Manufacturer's Authorizations in its bids for the Contracts.
- Shaanxi Herui did this with the intention to mislead the EA and ADB that it had the requisite authorization from the manufacturer to provide the manufacturer's goods as stated in the bid when it did not.

## Result:

Shaanxi Herui was debarred by ADB for four years (from 22 November 2022 to 2 November 2026).

During this period, it is ineligible to participate in ADB financed, administered or supported activities.

Further, after 2 November 2026, its eligibility to participate in ADB financed, administered or supported activities will only be reinstated if can demonstrated to ADB that it has Implemented and applied written protocols in its bid proposal procedures to strengthen its internal controls and ensure that these fraudulent practices do not reoccur.

# Discussion

## Open Floor





# Tea Break

10:30 – 10:45

