

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF TRANSPORT, HIGHWAYS, PORTS & CIVIL AVIATION

**SRI LANKA RAILWAYS
RAILWAY EFFICIENCY IMPROVEMENT PROJECT**

**Funded by
Asian Development Bank**

ADB LOAN NO. 3806-SRI

BIDDING DOCUMENT

**Procurement Of
TOOLS FOR DMU WORKSHOP**

CONTRACT PACKAGE: REIP/ADB/ICB/G/24

July 2025

BIDDING DOCUMENT

Procurement of Goods

**Single-Stage: One-Envelope
Bidding Procedure**

TOOLS FOR DMU WORKSHOP Ratmalana

Issued on: 04.07.2025

Invitation for Bids No.: REIP/ADB/ICB/G/24

ICB No.: REIP/ADB/ICB/G/24

Purchaser: Ministry of Transport, Highways, Ports & Civil Aviation

Country: Sri Lanka

Preface

This Bidding Document for Procurement of Goods has been prepared by Ministry of Transport, Highways, Ports, & Civil Aviation and is based on the Standard Bidding Document for the Procurement of Goods issued by the Asian Development Bank, dated December 2016

This document reflects the structure and the provisions of the Master Procurement Document for the Procurement of Goods, except where specific considerations within the Asian Development Bank have required a change.

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Section 2 - Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids (IFB) is: REIP/ADB/ICB/G/24
ITB 1.1	The Purchaser is: Ministry of Transport, Highways, Ports and Civil Aviation
ITB 1.1	<p>The name of the international competitive bidding (ICB) is Procurement of Tools for DMU Work Shop.</p> <p>The identification number of the ICB is: REIP/ADB/ICB/G/24</p> <p>The number and identification of lots comprising this ICB is: 05 lots</p> <p>Lot No.1</p> <p>Lot No.2</p> <p>Lot No.3</p> <p>Lot No.4</p> <p>Lot No.5</p>
ITB 2.1	The Borrower is: Democratic Socialist Republic of Sri Lanka
ITB 2.1	The name of the Project is: Railway Efficiency Improvement Project
B. Contents of Bidding Document	
ITB 7.1	<p>For <u>clarification purposes</u> only, the Purchaser's address is:</p> <p>Attention: Project Director, Colombo Suburban Railway Project</p> <p>Street address: <u>No.217, Cotta Road</u></p> <p>City: <u>Colombo.</u></p> <p>Country: <u>Sri Lanka</u></p> <p>Telephone: 011-2674354</p> <p>Fax: 011-2674354</p> <p>E-mail: <u>pd@csrp.lk</u></p>
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English

ITB 11.1 (i)	<p>The Bidder shall submit with its Bid the following additional documents:</p> <ol style="list-style-type: none"> 1. Any person who acts as an agent or sub agent, representative or nominee for or on behalf of any bidder shall register himself before submission of bids with Registrar of Public Contracts Sri Lanka, as required by the Public Contract Act No. 3 of 1987. The original certificate of registration shall be submitted with the bid. 2. Copy of VAT registration for Bidder's from within purchaser's country and / or local agents. 3. A written authority to seek references from the bidder's bankers. 4. If a bidder appoints a local agent or sub-agent, representative or nominee to act for or on behalf of the bidder, such a local agent or sub-agent, representative or nominee shall register himself with an appropriate authority (registrar) under Public Contract Act No. 03 of 1987 and a copy of the certificate issued by the registrar shall be submitted along with the bid. A bidder shall be registered with appropriate authority (registrar of companies) under Public Contract Act No. 03 of 1987 prior to award of the bid. 5. If the bidder is a Joint Venture, a certified/attested copy of JV agreement or the Memorandum of Understanding and if the bidder is Limited Liability Company, a certified/attested copy of the Certificate of Incorporation and if the bidder is a partnership, a certified/attested copy of the Partnership Agreement. Place of registration and principal place of business, business registration certified by the relevant issuing authority or attested by attorney
ITB 12.2	The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.
ITB 13.1	Alternative Bids shall not be permitted.
ITB 14.5	The Incoterms edition is: <u>2020</u>
ITB 14.6 (b) (i)	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: CIP (Chief Mechanical Engineers Office, Ratmalana.)
ITB 14.6 (b) (ii)	<p>In addition to the above, the Bidder shall quote prices for Goods offered from outside the Purchaser's country using the following Incoterms:</p> <p>FOB</p>

ITB 14.7	The prices quoted by the Bidder shall not be adjustable.
ITB 14.8	<p>Prices quoted for each lot shall correspond at least to 100% of the items specified for each lot.</p> <p>Prices quoted for each item of a lot shall correspond at least to 100 % of the quantities specified for this item of a lot.</p>
ITB 19.2	The Bidder shall include with its bid the Manufacturer's Authorization.
ITB 19.3	The Bidder is required to include with its bid, evidence that it will be represented by an Agent in the Purchaser's country.
ITB 20.1	The bid validity period shall be 120 days.
ITB 21.1	<p>The Bidder shall furnish a bid security in the amount as follows -</p> <p>Lot 1 – 1,170.00 USD</p> <p>Lot 2 – 180.00 USD</p> <p>Lot 3 – 870.00 USD</p> <p>Lot 4 – 625.00 USD</p> <p>Lot 5 – 3,255.00 USD</p>
ITB 21.2	The ineligibility period will be: Not applicable.
ITB 21.4	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Purchaser as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Purchaser shall request the Bidder to submit a compliant bid security within 14 days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
ITB 22.1	In addition to the original Bid, the number of copies is: one

ITB 22.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: An organizational document, board resolution or its equivalent, or power of attorney specifying the representative's authority to sign the Bid on behalf of, and to legally bind, the Bidder. If the Bidder is an intended or an existing joint venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the joint venture to sign on behalf of, and legally bind, the intended or existing joint venture. If the joint venture has not yet been formed, also include evidence from all proposed joint venture partners of their intent to enter into a joint venture in the event of a contract award in accordance with ITB 16.1 (b)
ITB 22.2	The Bidder shall submit an acceptable authorization within 14 days.
D. Submission and Opening of Bids	
ITB 23.1	Bidders shall not have the option of submitting their bids electronically.
ITB 23.1 (b)	If Bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: Not applicable
ITB 23.2 (c)	The identification of this bidding process is: : Indicate "Railway Efficiency Improvement Project" at the top left-hand corner of the Inner and Outer envelopes
ITB 24.1	For <u>bid submission purposes</u> only, the Purchaser's address is: Attention: Project Director (Acting), Railway Efficiency Improvement Project Ministry of Transport, Highways, Ports & Civil Aviation. Street address: No.217, Cotta Road, Colombo 8 City: <u>Colombo</u> Country: Sri Lanka
ITB 24.1	The deadline for bid submission is: Date: 01.08.2025 Time: 2.00 pm
ITB 27.1	The bid opening shall take place at: Street address: Cotta Road Floor/Room number: 3 rd Floor. City: Colombo

	<p>Country: Sri Lanka</p> <p>Date: <u>01.08.2025</u></p> <p>Time: <u>2.00 pm</u></p>
ITB 27.1	The electronic bid opening procedure shall be as follows: Not Applicable
ITB 27.1	The Bid Submission Sheets and price schedules shall be initialed by three representatives of the Purchaser attending Bid opening.
E. Evaluation and Comparison of Bids	
ITB 34.1	<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: USD</p> <p>The source of the selling exchange rate shall be: Central Bank of Sri Lanka</p> <p>The date for the selling exchange rate shall be: The date for the selling exchange rate shall be: 28 Days Prior to the stipulated date of Bid Submission.</p>
ITB 35.1	<p>A margin of preference shall not apply.</p> <p><i>If a margin of preference applies, insert</i>” The application methodology shall be as stipulated in Section 3 (Evaluation and Qualification Criteria).”</p>
F. Award of Contract	
ITB 41.1	<p>The maximum percentage by which quantities may be increased is: Not applicable</p> <p>The maximum percentage by which quantities may be decreased is; Not applicable</p>

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1. Evaluation Criteria

1.1 Technical Criteria

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

2. Qualification Criteria

Bidders shall meet the qualification criteria set by the Purchaser on a pass-fail basis. Unless specifically indicated otherwise, it is the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates that must satisfy these criteria.

Part 1 of Section 3 provides recommended sets of criteria for supply contracts of off-the-shelf items (Contract Type A) and of high-value and technically complex items (Contract Type B). Part 2 provides the specific requirements corresponding to the selected criteria from Part 1.

Part 1: Recommended Criteria

Contract Type A: Off-the Shelf Items - Not Applicable

2.1 Eligibility

Eligibility for participation by Bidders in terms of nationality, conflict of interest, status as government-owned enterprise and sanctions imposed either by ADB or other international development institutions.

2.2 Experience and Technical Capacity

2.2.1 Contractual Experience

Number of contracts successfully completed as main supplier within the last three (3) years. Value, nature, and complexity of these contracts should be comparable to the contract to be let.

2.3 Financial Situation (May be used individually or in combination based on the specific scope of supply, the terms of payment, and the supplier market.)

2.3.1 Historical Financial Performance

Soundness of the Bidder's financial position showing long-term profitability demonstrated through audited annual financial statements (balance sheet, income statement) for the last three (3) years.

2.3.2 Size of Operation (Average Annual Turnover) (Optional)

Average annual turnover (converted into United States [US] dollars) defined as the total payments received by the Bidder for contracts completed or under execution over the last three (3) years.

The specific requirements for each of these criteria are provided in Part 2.

Contract Type B: High-Value and Technically Complex Items -**2.1 Eligibility and Pending Litigation****2.1.1 Eligibility**

Eligibility for participation by Bidders in terms of nationality, conflict of interest, status as government-owned enterprise and sanctions imposed either by ADB or other international development institutions.

2.1.2 Pending Litigation (Optional)

All pending claims, arbitration, or other litigation shall represent in total not more than 50 percent of the Bidder's net worth. Any pending litigation or arbitration formally commenced against the Bidder shall be considered.

2.2 Experience and Technical Capacity**2.2.1 Contractual Experience**

Number of contracts successfully completed as main supplier within the last three (3) years. Value, nature, and complexity of these contracts should be comparable to the contract to be let.

2.2.2 Technical Experience

Goods offered have been in production for at least 10 years and been sold of Tools or spares for MTU Engine repair and have been operating satisfactorily for at least three years

2.2.3 Production Capacity

Minimum supply and/or production capacity required to assure that the Bidder is capable of supplying the type, size, and quantity of the Goods required.

2.3 Financial Situation**2.3.1 Historical Financial Performance**

Soundness of the Bidder's financial position, showing long-term profitability demonstrated through audited annual financial statements (balance sheet, income statement) for the last three (3) years.

2.3.2 Size of Operation (Average Annual Turnover)

Average annual turnover (converted into US dollars) defined as the total payment received by the Bidder for contracts completed or under execution over the last three (3) years.

2.3.3 Cash Flow Capacity

Availability of or access to liquid assets, lines of credit, and other finances sufficient to meet any possible cash flow requirement that may arise during the execution of the contract.

Bidder is not a manufacturer under Contract Type B:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section 4, Bidding Forms), the Bidder shall demonstrate that it meets the requirements for

2.1.1 Eligibility**2.1.2 Pending Litigation****2.2.1 Contractual Experience****2.3.1 Historical Financial Performance****2.3.2 Size of Operation (Average Annual Turnover), and****2.3.3 Cash Flow Capacity (Optional)**

but that the Manufacturer shall separately demonstrate that it meets the requirement for

2.1.1 Eligibility**2.2.2 Technical Experience, and****2.2.3 Production Capacity**

Part 2: Specific Requirements for the Criteria

2.1 Eligibility and Pending Litigation

2.1.1 Eligibility

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

2.1.1.1 Nationality

Nationality in accordance with ITB Subclause 4.2.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet; Forms ELI – 1 and ELI - 2
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2.1.1.2 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	Technical Bid Submission Sheet
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2.1.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB Subclause 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet
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2.1.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB Subclause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet; Forms ELI – 1 and ELI - 2
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2.1.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB Subclause 4.7.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet
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2.1.2 Pending Litigation

Pending litigation and arbitration criterion shall not apply.

2.1.2.1 Pending Litigation and Arbitration

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50 percent of the Bidder's net worth calculated as the difference between total assets and total liabilities.	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	Form LIT - 1

2.2 Experience and Technical Capacity

2.2.1 Contractual Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Lot 1 -Successful completion as main supplier within the last five (05) years, of at least Two (02) contracts each valued at a minimum of <u>47,000.00 USD</u>	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 1
Lot 2 -Successful completion as main supplier within the last five (05) years, of at least Two (02) contracts each valued at a minimum of <u>7,300.00 USD</u>					
Lot 3 - Successful completion as main supplier within the last five (05) years, of at least Two (02) contracts each valued at a minimum of <u>35,000.00 USD</u>					
Lot 4 - Successful completion as main supplier within the last five (05) years, of at least Two (02) contracts each valued at a minimum of <u>25,150.00 USD</u>					
Lot 5 - Successful completion as main supplier within the last five (05) years, of at least Two (02) contracts each valued at a minimum of <u>130,315.00 USD</u>					
----- <u>L/A requirement-</u> Reputed Local Agent having at least three (03) years of experience in supply and maintenance of engine tools or spares. (Documentary evidence shall be provided to prove above appropriately) Non submission of any documentary evidence to fulfill requirements mentioned in above clauses will make disqualification or rejection.					

2.2.2 Technical Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>The Bidder shall demonstrate that the goods offered have</p> <ul style="list-style-type: none"> (i) been in production for at least ten (10) years, and (ii) been sold of Tools or spares for MTU Engine repair over the last three (3) years; <p>Documentary evidence shall be provided to prove above (i) & (ii) Non submission of any documentary evidence to fulfill requirements mentioned in above clauses will make disqualification or rejection.</p>	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 2

2.2.3 Production Capacity

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

- Note -

^a Bidder or Manufacturer shall provide evidence of production output.

2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last three (03) years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1

2.3.2 Size of Operation (Average Annual Turnover)

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>Lot 1</p> <p>Minimum average annual turnover of <u>\$ 117,325.00</u> calculated as total payments received by the Bidder for contracts completed or under execution over the last three (03) years.</p>	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN - 2
<p>Lot 2</p> <p>Minimum average annual turnover of <u>\$ 18,245.00</u> calculated as total payments received by the Bidder for contracts completed or under execution over the last three (03) years</p>					

<p>Lot 3-</p> <p>Minimum average annual turnover of <u>\$ 87,430.00</u> calculated as total payments received by the Bidder for contracts completed or under execution over the last three (03) years.</p> <p>Lot 4</p> <p>Minimum average annual turnover of <u>\$ 62,830.00</u> calculated as total payments received by the Bidder for contracts completed or under execution over the last three (03) years</p> <p>Lot 5</p> <p>Minimum average annual turnover of <u>\$ 325,779.00</u> calculated as total payments received by the Bidder for contracts completed or under execution over the last three (03) years</p>					
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2.3.3 Cash Flow Capacity.

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Availability of or access to liquid assets, lines of credit, and other finances sufficient to meet cash flow requirement which is Lot 1 - \$ 58,662.37 Lot 2 - \$ 9,121.30 Lot 3 - \$ 43,714.61 Lot 4 - \$ 31,412.52 Lot 5 - \$ 162,889.38	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN - 3

3. Economic Evaluation

Economic criteria are applied when evaluating a Bid to determine the lowest evaluated Bid. These criteria are the bid price and other factors expressed in monetary terms such as those related to characteristics, performance, and terms and conditions of the purchase of the goods. The monetary values of the factors provide the adjustment of the bid price for comparison purposes.

3.1 Adjustment for Scope - Not applicable.

3.1.1 Local Handling and Inland Transportation

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

3.1.2 Minor Omissions or Missing Items not applicable

[Insert: "Pursuant to ITB 33.3, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids."]

3.2 Adjustment for Deviations from the Terms of Payment - Not applicable

[Alternative 1. Insert: "Deviations from the Terms of Payment as specified in SCC 16.1 are not permitted."]

[Alternative 2. Insert: "Bids offering payment terms that differ from those specified in SCC 16.1 will be accepted but the Bids will be adjusted in the evaluation by adding the cost of the interest involved at the rate of (. . . specify commercial rate applicable)."]

3.3 Adjustment for Deviations in the Delivery and Completion Schedule- Not applicable

Bidders are required to base their prices on the Delivery and Completion Schedule specified in Section 6 (Schedule of Supply).

[*Alternative 1. Insert: "Deviations from the Delivery and Completion Schedule specified in Section 6 (Schedule of Supply) are not permitted."*]

[*Alternative 2. Insert: "The Goods covered by this bidding process are required to be delivered in accordance with, and completed within, the Delivery and Completion Schedule specified in Section 6 (Schedule of Supply). No credit will be given for earlier completion. Bids offering late contract performance schedules will be accepted but the Bids shall be adjusted in the evaluation by adding to the Bid Price at the rate of (. . . specify percentage) of the Bid Price for each day of delay. Bids offering delivery schedules beyond (. . . specify time limit) of the date specified in Section 6 (Schedule of Supply), shall be rejected."*]

3.4 Operating and Maintenance (O&M) Costs - Not applicable

Typical O&M cost factors for calculation are as follows:

- (a) Number of years for initial period of operation. [*... insert the period in years. The period should be usually between 5 and 10 years, and should not exceed the period before a major overhaul of the Goods becomes necessary ...*]
- (b) Operating costs such as fuel, electricity, spare parts, labor and/or other inputs required for the operation of the Goods.
- (c) Rate of [*... insert rate in words and figures ...*], in percentage, to be used to discount to present value, all of the annual future costs calculated under (b) above for the period specified in (a).

[*Insert procedures to be used*]

3.5 Spare Parts - Not applicable

[*Insert: "The list of items and quantities of (. . . specify spare parts, tools, major assemblies, and selected components), likely to be required during the initial period (. . . specify period) of operation is indicated in Section 6 (Schedule of Supply). The total cost of these items at the unit prices quoted in each Bid shall be added to the Bid Price."*]

3.6 Performance and Productivity of the Goods - not applicable

The adjustment factor for the performance or productivity of the Goods shall be calculated based on the difference between the reference value or norm (i.e., the efficiency) as specified

in Section 6 (Schedule of Supply), and the corresponding value guaranteed by the Bidder in its Bid. The method of calculation shall be the following: _____

3.7 Multiple Lots (Contracts)

Bidder can submit the bids for either one lot, any combination or all the Lots.

If Goods and Related Services are grouped in multiple lots, the following provision must be used:

Goods are grouped in lots. The Purchaser will evaluate and compare Bids on the basis of a lot or a combination of lots, or as a total of lots to arrive at the least cost combination for the Purchaser by taking into account discounts offered by Bidders in case of award of multiple contracts. Discounts are accepted for individual Lots However, bidders bidding for more than one Lot, conditional discounts for award of multiple lots are not acceptable.

If a Bidder as defined in ITB 4.1 submits successful Bids for multiple lots lowest evaluated substantially responsive Bids, the evaluation will also include an assessment of the Bidder's capacity to meet the aggregated qualifying requirements relating to the relevant successful lots.

3.8 Margin of Preference

The borrower may, with the agreement of ADB, grant a margin of preference in the evaluation of bids under ICB procedure to bids offering certain goods manufactured in the country of the borrower, when compared to bids offering such goods manufactured elsewhere. The nationality of the manufacturer or supplier is not a condition for such eligibility. The method described below, as stipulated in the Financing Agreement, shall be followed in the evaluation and comparison of bids. For land-locked countries requiring multimodal transportation CIP (...point of entry) should be used instead of CIF (...port of destination).

3.8.1 Method of Application

1. For comparison, responsive bids shall be classified in one of the following three groups:
 - (a) **Group A:** bids exclusively offering goods manufactured in the country of the borrower if the bidder establishes to the satisfaction of the borrower and ADB that (i) labor, raw material, and components from within the country of the borrower will account for 30% or more of the EXW price of the product offered, and (ii) the production facility in which those goods will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the time of bid submission.
 - (b) **Group B:** all other bids offering goods manufactured in the country of the Borrower.
 - (c) **Group C:** bids offering goods manufactured abroad that have been already imported or that will be directly imported.
2. The price quoted for goods in bids of groups A and B shall include all duties and taxes paid or payable on the basic materials or components purchased in the domestic market

or imported, but shall exclude the sales and similar taxes on the finished product. The price quoted for goods in bids of group C shall be on CIF or CIP (place of destination), which is exclusive of customs duties and other import taxes already paid or to be paid.

3. In the first step, all evaluated Bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bids shall be compared with each other and if, as a result of this comparison, a bid from group A or group B is the lowest, it shall be selected for the award.
4. If as a result of the comparison under paragraph 3 above, the lowest evaluated Bid is a Bid from group C, the lowest evaluated bid from group C shall be further compared with the lowest evaluated Bid from group A after adding to the evaluated price of goods offered in the Bid from group C, for the purpose of this further comparison only, an amount equal to 15% of the CIF or CIP bid price. The lowest evaluated Bid determined from this last comparison shall be selected.

Section 4 - Bidding Forms

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Bid Submission Sheet

-- Note --

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

Date: _____
 International Competitive Bidding (ICB) No.: _____
 Invitation for Bid (IFB) No.: _____
 Alternative No.: _____

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services:
 . . . *[insert a brief description of the goods and related services]* . . .
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is

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

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

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

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

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

- (e) Our Bid shall be valid for a period of *[insert validity period as specified in ITB 20.1 of the BDS]* days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[specify a figure between 5% and 10%, which should be consistent with that of SCC 18.1]* percent of the Contract Price for the due performance of the Contract.

- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (i) We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Document.
- (j) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the ADB, under the Purchaser's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
- (k) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].¹
- (l) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:²

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

- (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.
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

Name _____

In the capacity of _____

Signed _____

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

Date _____

¹ Use one of the two options as appropriate.

² If none has been paid or is to be paid, indicate "None."

**Price Schedule for Goods
to Be Offered from Within the Purchaser's Country
(For Import and Supply Items)**

Name of Bidder _____ IFB Number _____ Page _____ of _____

Item	Description	Country of Origin	Quantity and Unit of Measure- ment	Unit Price FOB Foreign currency	Unit Price CIF Foreign Currency	Total cost of Clearance handling and delivery charges in purchasers' country to the delivery point.	Total cost of taxes and duties in the purchaser country.	Total Price CIP
1	2	3	4	5	6	7	8	9
Total Amount								

Notes:

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

Column 8	For the Import and supply items – The project is exempted from the taxes. (VAT/PAL/CESS/CID/SSCL) After sign the Contract Agreement action will be taken to get the approval and letters will be issued to the suppliers to get custom clearance.
----------	--

Column 9 CIP price including Total cost of Clearing, Handling and Delivery Charges to the places of delivery stated in the Bid Data Sheet, including taxes and duties

Attach separate list with a price break down for each cost in the list

Evaluation will be based on individual item wise. Anyway, to consider at least 25% of the items to be quoted from a lot.

Evaluation will be on CIF value.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of

Date _____

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

Name of Bidder _____ IFB Number _____ Page ____ of ____

Item	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price FOB	Unit Price CIF	Total Price CIF	Total Price CIP
1	2	3	4	5	6	7 = 4 x 5	8 = 4 x 6
Total Amount							

Notes:

Columns 5 and 6:

Incoterm in accordance with ITB 14
Currency in accordance with ITB 15

The project is exempted from the taxes. (VAT/PAL/CESS/CID/SSCL) After sign the Contract Agreement action will be taken to get the approval and letters will be issued to the suppliers to get custom clearance.

Column 8

CIP price including Total cost of Clearing, Handling and Delivery Charges to the places of delivery stated in the Bid Data Sheet, including taxes and duties

attach separate list with a price break down for each cost in the list

Evaluation will be on CIF value.

Name _____

In the capacity of _____

Signed _____

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

Date _____

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

Name of Bidder _____ IFB Number _____ Page ____ of ____

Item No.	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price		Total Price per Item	
				(a)	(b)	(a)	(b)
				Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4	5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)
1	taxes and duties in the purchaser country. VAT- PAL- CESS- CID- SSCL- OTHER						
2	Total cost of Clearance handling and delivery charges in purchasers' country to the delivery point						
Total Amount							

Notes:

Columns 5 and 6: Currencies in accordance with ITB 15

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

For Import and Supply items - The project is exempted from the taxes (VAT/PAL/CESS/CID/SSCL) Indicate the items After sign the Contract Agreement action will be taken to get the approval and letters will be issued to the suppliers to get custom clearance.

Name _____

In the capacity of _____

Signed _____

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

Date _____

Tables of Adjustment Data - Not Applicable

To be entered by the bidder

Table A - Local Currency

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting
	Nonadjustable	---	---	---	a: <u>(by purchaser)</u> b: _____ c: _____ d: _____ e: _____
Total					1.00

Table B - Foreign Currency

Name of Currency: _____

Insert name of currency. If the bidder wishes to quote in more than one foreign currency, but in no case more than three, this table should be repeated for each foreign currency.

To be entered by the bidder

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting
	Nonadjustable	---	---	---		a: <u>(by purchaser)</u> b: _____ c: _____ d: _____ e: _____
Total						1.00

- Note -

The base date shall be the date 28 days prior to the deadline for submission of the bid.

Tables of Adjustment Data shall only be included if prices are to be quoted as adjustable prices in accordance with ITB 14.7.

Bid Security Bank Guarantee

*[insert bank's name, and address of issuing branch or office]*¹

Beneficiary: *[insert name and address of the purchaser]*

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

Bid Security No.: *[insert number]*

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Technical Bid Submission Sheet and Price Bid Submission Sheet; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.²

. *Authorized signature(s) and bank's seal (where appropriate)*

-- Note --

In case of a joint venture, the bid security must be in the name of all partners to the joint venture that submits the bid.

¹ All italicized text is for use in preparing this form and shall be deleted from the final document.

Bid-Securing Declaration

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

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 the purchaser]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of *[insert number of years indicated in ITB 21.2 of the BDS]* starting on the date that we receive a notification from the Purchaser that our Bid-Securing Declaration is executed, if we are in breach of our obligation(s) under the bid conditions, because we

- (a) have withdrawn our Bid during the period of bid validity specified in the Technical Bid Submission Sheet and Price Bid Submission Sheet; or
- (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB")
- (c) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder, or (ii) 28 days after the expiration of our Bid.

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

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

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

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

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

Corporate Seal *(where appropriate)*

-- Note --

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

In case of a joint venture, the Bid-Securing Declaration must be in the name of all partners to the joint venture that submits the bid.

² Or 758 as applicable.

Manufacturer's Authorization

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

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

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

WHEREAS

We *[insert complete name of the 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 the 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, 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]*

Duly authorized to sign this Authorization on behalf of *[insert complete name of the manufacturer]*

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

-- Note --

*All italicized text is for use in preparing this form and shall be deleted from the final document.
The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization 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 Bid Data Sheet (BDS).*

Bidder's Qualification

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

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Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of a Joint Venture, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone number(s), fax number(s) and e-mail address)	
<p>Attached are copies of the following documents:</p> <p><input type="checkbox"/> 1. In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2</p> <p><input type="checkbox"/> 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1</p> <p><input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5</p>	

Form ELI - 2: Joint Venture Information Sheet

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

Joint Venture Information	
Bidder's legal name	
Joint Venture Partner's legal name	
Joint Venture Partner's country of constitution	
Joint Venture Partner's year of constitution	
Joint Venture Partner's legal address in country of constitution	
Joint Venture Partner's authorized representative information (name, address, telephone number(s), fax number(s) and e-mail address)	
Attached are copies of the following documents: <ul style="list-style-type: none"> <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 <input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 22.2 <input type="checkbox"/> 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5 	

Form LIT – 1: Pending Litigation and Arbitration

Each Bidder must fill out this form if so required under Criterion 2.1.2 of Section 3 (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

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

Joint Venture Partner: _____

Pending Litigation and Arbitration			
<p>Choose one of the following:</p> <p><input type="checkbox"/> No pending litigation and arbitration.</p> <p><input type="checkbox"/> Below is a description of all pending litigation and arbitration against the Bidder (or each Joint Venture member if Bidder is a Joint Venture).</p>			
Year	Matter in Dispute	Value of Pending Claim in \$ Equivalent	Value of Pending Claim as a Percentage of Net Worth

- Note -

This form shall only be included if Criterion 2.1.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form EXP - 1: Contractual Experience

Fill out one (1) form per contract.

Contractual Experience		
Contract No of	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier <input type="checkbox"/> Subcontractor	
Total Contract Amount	\$	
If partner in a joint venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Purchaser's name Address Telephone/Fax Number E-mail		
Description of the Similarity in Accordance with Criterion 2.2.1 of Section 3 (Evaluation and Qualification Criteria)		
<p>Lot 1 -Successful completion as main supplier within the last five (05) years, of at least Two (02) contracts each valued at <u>\$47,000.00</u></p> <p>Lot 2 -Successful completion as main supplier within the last five (05) years, of at least Two (02) contracts each valued at <u>\$7,300.00</u></p> <p>Lot 3 - Successful completion as main supplier within the last five (05) years, of at least Two (02) contracts each valued at <u>\$ 35,000.00</u></p> <p>Lot 4 - Successful completion as main supplier within the last five (05) years, of at least Two (02) contracts each valued at <u>\$25,150.00</u></p> <p>Lot 5 - Successful completion as main supplier within the last five (05) years, of at least Two (02) contracts each valued at <u>\$130,315.00</u></p> <p>-----</p>		

Reputed Local Agent having at least three (03) years of experience in supply and maintenance of engine tools or spares.	
---	--

- Note -

This form shall only be included if Criterion 2.2.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form EXP - 2: Technical Experience

Fill out one (1) form per contract.

Technical Experience	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in Accordance with Criterion 2.2.2 of Section 3 (Evaluation and Qualification Criteria)	
(i) Product has been in production for at least 10 years.	
(ii) been sold of Tools or spares for MTU Engine repair over the last three (3) years	

- Note -

This form shall only be included if Criterion 2.2.2 of Section 3 (Evaluation and Qualification Criteria) is applicable. Add pages as necessary. The Purchaser reserves the right to verify authenticity of Bidder submissions.

Form EXP - 3: Production Capacity

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

Production Capacity	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in Accordance with Criterion 2.2.3 of Section 3 (Evaluation and Qualification Criteria)	
Production facility 1 (include location):	
Production facility 2 (include location):	
Production facility 3 (include location):	

- Note -

This form shall only be included if Criterion 2.2.3 of Section 3 (Evaluation and Qualification Criteria) is applicable. The Purchaser reserves the right to verify authenticity of Bidder submissions.

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 below:

Joint Venture Partner: _____

Financial Data for Previous ____ Years [\$ Equivalent]		
Year 1:	Year 2:	Year ____:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

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

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- ☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last ____ years, as indicated above, complying with the following conditions:
- Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
 - Historical financial statements must be audited by a certified accountant.
 - Historical financial statements must be complete, including all notes to the financial statements.
 - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

- Note -

This form shall only be included if Criterion 2.3.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.

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

Each Bidder must fill out this form.

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

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

Joint Venture Partner: _____

Annual Turnover Data for the Last 03 Years			
Year	Amount Currency	Exchange Rate	\$ Equivalent
2022			
2023			
2024			
Average Annual Turnover			

- Note -

This form shall only be included if Criterion 2.3.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form FIN - 3: Cash Flow Capacity

Specify proposed sources of financing, such as working capital, liquid assets,¹ lines of credit, and other financial resources (other than any contractual advance payments) available to meet the cash flow requirements indicated under Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria).

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

- Note -

This form shall only be included if Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria) is applicable.

¹ Liquid assets mean cash and cash equivalents, short-term financial instruments, short-term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables, and other assets that can be converted into cash within one (1) year.

Section 5 - Eligible Countries

This Section contains the list of eligible countries. (Reference www.adb.org/about/members as of 26th Feb 2018))

Members

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

Nonregional members

- | | |
|-----------|--------------------|
| 1 Austria | 11 Luxembourg |
| 2 Belgium | 12 The Netherlands |
| 3 Canada | 13 Norway |
| 4 Denmark | 14 Portugal |
| 5 Finland | 15 Spain |
| 6 France | 16 Sweden |
| 7 Germany | 17 Switzerland |
| 8 Ireland | 18 Turkey |
| 9 Israel | 19 United Kingdom |
| 10 Italy | 20 United States |

Section 6 - Schedule of Supply

Contents

1. List of Goods and Related Services	6-2
2. Delivery and Completion Schedule	6-5
3. Technical Specifications	6-6
4. Drawings	6-9

1. List of Goods and Related Services

Item	General Description (Denomination)	Designation	Application	Qty Reqd.
Lot 1				
1.1	SCREW M16x280	F6555730	Fly wheel Hosing Assemble	06
1.2	SPACER	F6555729	Fly wheel Hosing Assemble	01
1.3	FLANGE	F6780532	Fly wheel Hosing Assemble	01
1.4	PULLER SPINDLE M36x1.5/M36x3	F6782017		01
1.5	ASSEMBLY SLEEVE	F6557134	Flywheel Assemble	01
1.6	PRESSURE BUSHING	F6782018	Check Dimension to Crankshaft	01
1.7	HEX NUT M36x3	B80098529	Install Flywheel in to Crankshaft	01
1.8	SHACKLE M16	T80091387		01
1.9	MOUNT (SEAT)	F6345881	Install Flywheel in to Crankshaft	01
1.10	HYDRAULIC NUT M90x2	B80146622	Install Flywheel in to Crankshaft	01
1.11	HAND PUMP KIT	B80148060		01
1.12	TOOL KIT	F6799695	Tightening Main Bearing Screw Connection	01
1.13	HAND PUMP KIT 1000 bar	B80146893	Press Fit & Rem Tool	01
1.14	ALIGNING DEVICE	F6783003	Axial Alignment of lower bearing shell	01
1.15	PRESS-IN TOOL	F6555764	Installation of Main Bearing Shell in Crankcase	01
1.16	ALIGNMENT JIG	F6559632	Alignment of upper Crankshaft bearing shell	01
1.17	ALIGNING DEVICE	F6782999	Upper Crankshaft bearing shell alignment with Crankshaft	01
1.18	ALIGNMENT JIG	F6783895	Align bearing shell with locating lug in conrod	01
1.19	INSTALLATION AID	F6553649	Main Bearing Shell Installation	01
1.20	REMOVAL TOOL	F6787778	Crankshaft Bearing Cap Removal	01
1.21	INSTALLATION DEVICE	F6783628		01
1.22	REMOVAL PLIERS	F30379021		01

Lot 2				
2.1	FLANGE	F6553672	Install Remove Vibration Damper	01
2.2	SCREW 16x100	912016016		06
2.3	LIFTING EQUIPMENT	T80091386	Vibration Damper and Follower Flange Installation	01
2.4	PRESSURE BUSHING	F6782016		01
2.5	SPACER BUSHING	F6554706		01
Lot 3				
3.1	INSTALLATION DEVICE	F6783825	To chill bearing no 1 at camshaft replacement from free end	01
3.2	ASSEMBY DEVICE	F6555738	Camshaft bearing Installation Device	01
3.3	SHRINKING TOOL	F30450446	Camshaft Bearing Installation	01
3.4	REMOVAL TOOL	F6783824	To remove bearing no 1 at camshaft replacement from free end	01
3.5	GUIDE TUBE	F6782970	Camshaft installation from driving and free end	01
3.6	GUIDE SLEEVE	F6797653		01
3.7	INST /REMOVAL JIG	F30377893	Camshaft on/from driving and free end	01
3.8	INST/ REMO SHOE	F30450435		01
Lot 4				
4.1	LUKAS PRESS	B80096717	Press Bearing out of fly wheel housing	01
4.2	EJECTION DEVICE	F6797658		01
4.3	EXTRACTION DEVICE	F6557191		01
4.4	INSERTION TOOL	F30378426		01
4.5	INSERTION TOOL	F30453427		01
Lot 5				
5.1	ALIGNMENT DEVICE	F6557185	For HP Accumulator Installation	01
5.2	FITTING/REMOVAL DEVICE	F6794703		01
5.3	BRACKET	T80090944		01
5.4	LIFTING RIG	T80092355	Piston Installation/Removal	01
5.5	PULLER	F6789433	Cylinder Liner Installation	01
5.6	ANGLE OF ROTATION JIG	F6553658		01
5.7	PRESS-IN TOOL	F6787880	Cylinder Liner Installation	01
5.8	ASSEMBLY SLEEVE	F6557121	Piston/Conrod installation for Cylinder Liner with Carbon Scraper Ring	01

5.9	ALIGNMENT JIG	F6790544		01
5.10	PRESS-IN TOOL	F6554716	Fly wheel Hosing Assemble	01
5.11	GUIDE BUSHING	F6557946	Front Cover to Crankshaft Installation	01
5.12	EXTRACTOR	F30377999	Puller for Injector	01
5.13	BARRING TOOL	F6555766		01
5.14	BARRING TOOL	F6555791	Non-Drive End	01
5.15	ADJ. MANDREL	F30379939	Vibration Damper Installation	01
5.16	ENGINE ROTATING TABLE (SWIVEL STAND)	F6787914	Engine Rotation	01
5.17	MOUNT	F6787917	Mounting Engine to Rotating Table	04
5.18	HAND PUMP KIT 3000bar	B80146887		01
5.19	LINER INSIDE INSPECTION CAMERA	Y20097353		01

2. Delivery and Completion Schedule

The delivery period shall start as of signing of the contract agreement

Item No.	Description of Goods or Related Services	Delivery Schedule (Duration)	Location	Required Arrival Date of Goods or Completion Date for Related Services
	Procurement of Tools for DMU Work Shop.	45 Days	Chief Mechanical Engineers Office, Ratmalana.	The delivery date is 45 days from the signing of contract agreement.

3. Technical Specifications

Item	General Description (Denomination)	Designation	Application	Qty Reqd.
Lot 1				
01	SCREW M16x280	F6555730	Fly wheel Hosing Assemble	06
02	SPACER	F6555729	Fly wheel Hosing Assemble	01
03	FLANGE	F6780532	Fly wheel Hosing Assemble	01
04	PULLER SPINDLE M36x1.5/M36x3	F6782017		01
05	ASSEMBLY SLEEVE	F6557134	Flywheel Assemble	01
06	PRESSURE BUSHING	F6782018	Check Dimension to Crankshaft	01
07	HEX NUT M36x3	B80098529	Install Flywheel in to Crankshaft	01
08	SHACKLE M16	T80091387		01
09	MOUNT (SEAT)	F6345881	Install Flywheel in to Crankshaft	01
10	HYDRAULIC NUT M90x2	B80146622	Install Flywheel in to Crankshaft	01
11	HAND PUMP KIT	B80148060		01
12	TOOL KIT	F6799695	Tightening Main Bearing Screw Connection	01
13	HAND PUMP KIT 1000 bar	B80146893	Press Fit & Rem Tool	01
14	ALIGNING DEVICE	F6783003	Axial Alignment of lower bearing shell	01
15	PRESS-IN TOOL	F6555764	Installation of Main Bearing Shell in Crankcase	01
16	ALIGNMENT JIG	F6559632	Alignment of upper Crankshaft bearing shell	01
17	ALIGNING DEVICE	F6782999	Upper Crankshaft bearing shell alignment with Crankshaft	01
18	ALIGNMENT JIG	F6783895	Align bearing shell with locating lug in conrod	01
19	INSTALLATION AID	F6553649	Main Bearing Shell Installation	01
20	REMOVAL TOOL	F6787778	Crankshaft Bearing Cap Removal	01
21	INSTALLATION DEVICE	F6783628		01
22	REMOVAL PLIERS	F30379021		01
Lot 2				
23	FLANGE	F6553672	Install Remove Vibration Damper	01
24	SCREW 16x100	912016016		06
25	LIFTING EQUIPMENT	T80091386	Vibration Damper and Follower Flange Installation	01
26	PRESSURE BUSHING	F6782016		01
27	SPACER BUSHING	F6554706		01

Lot 3				
28	INSTALLATION DEVICE	F6783825	To chill bearing no 1 at camshaft replacement from free end	01
29	ASSEMBY DEVICE	F6555738	Camshaft bearing Installation Device	01
30	SHRINKING TOOL	F30450446	Camshaft Bearing Installation	01
31	REMOVAL TOOL	F6783824	To remove bearing no 1 at camshaft replacement from free end	01
32	GUIDE TUBE	F6782970	Camshaft installation from driving and free end	01
33	GUIDE SLEEVE	F6797653		01
34	INST /REMOVAL JIG	F30377893	Camshaft on/from driving and free end	01
35	INST/ REMO SHOE	F30450435		01
Lot 4				
36	LUKAS PRESS	B80096717	Press Bearing out of fly wheel housing	01
37	EJECTION DEVICE	F6797658		01
38	EXTRACTION DEVICE	F6557191		01
39	INSERTION TOOL	F30378426		01
40	INSERTION TOOL	F30453427		01
Lot 5				
41	ALIGNMENT DEVICE	F6557185	For HP Accumulator Installation	01
42	FITTING/REMOVAL DEVICE	F6794703		01
43	BRACKET	T80090944		01
44	LIFTING RIG	T80092355	Piston Installation/Removal	01
45	PULLER	F6789433	Cylinder Liner Installation	01
46	ANGLE OF ROTATION JIG	F6553658		01
47	PRESS-IN TOOL	F6787880	Cylinder Liner Installation	01
48	ASSEMBLY SLEEVE	F6557121	Piston/Conrod installation for Cylinder Liner with Carbon Scraper Ring	01
49	ALIGNMENT JIG	F6790544		01
50	PRESS-IN TOOL	F6554716	Fly wheel Hosing Assemble	01
51	GUIDE BUSHING	F6557946	Front Cover to Crankshaft Installation	01
52	EXTRACTOR	F30377999	Puller for Injector	01
53	BARRING TOOL	F6555766		01
54	BARRING TOOL	F6555791	Non-Drive End	01

55	ADJ. MANDREL	F30379939	Vibration Damper Installation	01
56	ENGINE ROTATING TABLE (SWIVEL STAND)	F6787914	Engine Rotation	01
57	MOUNT	F6787917	Mounting Engine to Rotating Table	04
58	HAND PUMP KIT 3000bar	B80146887		01
59	LINER INSIDE INSPECTION CAMERA	Y20097353		01

4. Drawings

Not Applicable

CONFIDENTIAL

Section 7 - General Conditions of Contract

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1. Definitions

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

- (a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) "Eligible Countries" means the countries and territories eligible as listed in Section 5.
- (h) "GCC" means the General Conditions of Contract.
- (i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (j) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).
- (k) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (l) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (m) "SCC" means the Special Conditions of Contract.
- (n) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (o) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (p) "ADB" is the Asian Development Bank.
- (q) "The Site," where applicable, means the place named in the SCC.

- 2. Contract Documents**
- 2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
- 3. Fraud and Corruption**
- 3.1 ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) 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 (e) materially impeding ADB's contractual rights of audit or access to information; and
 - (vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and

- (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 (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ 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.

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

4. Interpretation

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

- 4.2 Incoterms

- (a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
 - (b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

- 4.3 Entire Agreement

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

- 4.4 Amendment

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

- 4.5 Nonwaiver

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

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

4.6 Severability

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

5. Language

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

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

6. Joint Venture

6.1 If the Supplier is a Joint Venture all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

7. Eligibility

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

7.2 All Goods and Related Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, "country of origin" means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

8. Notices

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

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

9. Governing Law

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

10. Settlement of Disputes

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

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

- 11. Scope of Supply**
- 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply).
- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 12. Delivery**
- 12.1 Subject to GCC Subclause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 13. Supplier's Responsibilities**
- 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Purchaser's Responsibilities**
- 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Subclause 14.1.
- 15. Contract Price**
- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 16. Terms of Payment**
- 16.1 The Contract Price shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.

17. Taxes and Duties

- 17.1 For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 17.2 For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

- 18.1 The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

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

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

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

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

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

21. Subcontracting

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

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

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6 (Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section 6 (Schedule of Supply). During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

- 24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. Transportation

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

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Section 6 (Schedule of Supply).
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Subclause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes, and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

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

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Subclause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Subclause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Subclause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give Notice to the Supplier, stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Subclause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of

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

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

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of

30.1 Except in cases of gross negligence or willful misconduct,

- Liability**
- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.
- 31. Change in Laws and Regulations**
- 31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.
- 32. Force Majeure**
- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 33. Change Orders and Contract**
- 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

Amendments

of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within 28 days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Subclause 34.1.

35. Termination

35.1 Termination for Default

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

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

35.3 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within 28 days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Respectful Work Environment

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

- 37.2 The Contractor shall conduct training programs for its employees and sub-contractors to raise awareness on and prevent any form of

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

CONFIDENTIAL

Section 8 - Special Conditions of Contract

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

GCC 1.1(j)	The Purchaser's country is: Democratic Socialist Republic of Sri Lanka
GCC 1.1(k)	The Purchaser is: Ministry of Transport, Highways, Ports & Civil Aviation.
GCC 1.1 (q)	The Site is: Chief Mechanical Engineers Office, Ratmalana.
GCC 4.2 (b)	The version of Incoterms shall be: <u>2020</u>
GCC 5.1	The language shall be: <u>English</u> The language for translation of supporting documents and printed literature is: English
GCC 8.1	For <u>notices</u> , the Purchaser's address shall be: Attention: : <u>Project Director, Colombo Suburban Railway Project</u> Street address: <u>No. 217, Cotta Road,</u> City: Colombo 8 ZIP code: 00800 Country: Sri Lanka Telephone: 011-2674354 Fax: 011-2674354 E-mail: pd@csrp.lk
	For <u>notices</u> , the Suppliers address shall be: Attention: Street address: City: Country E Mail:
GCC 9.1	The governing law shall be: The Law of Democratic Socialist Republic of Sri Lanka
GCC 10.2	The formal mechanism for the resolution of disputes shall be: For a contract with a Foreign Supplier: [In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by international arbitration conducted in accordance with the

	<p>Arbitration Rules of the Singapore International Arbitration Centre.</p> <p>The arbitration procedure shall be administered by the Singapore International Arbitration Center.”]</p> <p>The Arbitration will be conducted by three arbitrators . The nomination and appointment of arbitrators shall be in accordance with the SIAC Arbitration Rules.</p> <p>The Place of arbitration shall be Colombo. The Seat of arbitration shall be Singapore; but London if the Supplier's nationality is Singaporean.</p> <p>For a contract with Local Supplier,</p> <p>'In the case of a dispute between the Purchaser and a Local Supplier, the dispute shall be resolved by recourse to a court of competent jurisdiction in Sri Lanka.</p>
GCC 11.1	<p>The Scope of Supply shall be defined in: Section 6 -Schedule of Supply</p> <p>[Note: At the time of awarding the contract, the Purchaser shall specify any change in the scope of supply with respect to Section 6 (Schedule of Supply) included in the Bidding Document. Such changes may be due, for instance, if the quantities of Goods and Related Services are increased or decreased at the time of award .]</p>
GCC 12.1	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p>For Goods supplied from abroad as per Incoterms DPU (Ratmalana, Sri Lanka):</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by telex or fax the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ol style="list-style-type: none"> Two (2) copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; A copy of the negotiable, clean, on-board bill of lading marked “freight prepaid” and two (2) copies of non-negotiable bill of lading; Upon unloading at destination, the supplier shall send the following documents to the purchaser: Original and two (02) copies of tax and duty payment certificates. Two (2) copies of the packing list identifying contents of each package; Insurance certificate; Manufacturers or Supplier's warranty certificate; Certificate of origin. <p>The Purchaser shall receive the above documents at least one (1) week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>

	<p>For Goods from within the Purchaser's country as per Incoterm EXW:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:</p> <p>(a) copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;</p> <p>(b) delivery note, railway receipt, or truck receipt;</p> <p>(c) Manufacturer's or Supplier's warranty certificate;</p> <p>((d) certificate of origin. The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.2	The price adjustment shall be: Not applicable.

GCC 16.1	<p>Payment of the Contract Price shall be made in the following manner:</p> <p>For the Goods and Related Services supplied from outside the Purchaser's Country:</p> <ul style="list-style-type: none"> (a) Advance Payment: 20% of the CIP Price within 28 days of signing of the Contract. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment Security in the form of a bank guarantee from a local bank or internationally reputed bank counter guaranteed by a bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka, for an amount equal to the amount of the payment, and that shall be valid until the Goods are delivered. The security shall be in the form as specified in Section 9 (Contract Forms). (b) On acceptance: On acceptance of goods received by Sri Lanka Railway, the purchaser shall pay the supplier 75% of the CIP price shipped through Irrevocable Letter of Credit opened in favor of supplier in a bank in its country under the ADB commitment procedure and upon submission of a claim supported by the acceptance certificate issued by the Purchaser. (c) On completion of Warranty Period: 05% of the CIP value or balance amount of the Contract price upon submission of a claim supported by the acceptance certificate issued by the purchaser or can be released upon submission of a retention guarantee by the supplier, which equal to remaining amount. "In case of supplier's request, this retention amount shall be released on submission of unconditional and irrevocable retention bank guarantee which equal to the remaining amount issued through a registered commercial bank operating in Sri Lanka which is approved by Central Bank of Sri Lanka." <p>For Goods and Related Services supplied from within the Purchaser's country:</p> <ul style="list-style-type: none"> (a) Advance Payment: 20% of the Contract Price within 28 days of signing of the Contract. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment Security in the form of a bank guarantee for an amount equal to the amount of the payment, and that shall be valid until the Goods are delivered. The security shall be in the form as specified in Section 9 (Contract Forms). (b) On Delivery: The Purchaser shall pay the Supplier 75% of the Contract Price upon submission of a claim supported by the acceptance certificate issued by the Purchaser. and upon submission of documents specified in SCC Clause 12.1 (c) On completion of Warranty Period: 05% of the Contract value or balance amount of the Contract price upon submission of a claim supported by the acceptance certificate issued by the purchaser or can be released upon submission of a retention guarantee by the supplier, which equal to remaining amount.
GCC 16.4	<p>The currencies for payments shall be: the currency/ies in which the bid price is expressed in the bid of the successful bidder.</p>
GCC 18.1	<p>The Supplier shall provide a Performance Security of 10% percent of the Contract Price. The Performance Security shall be denominated in the amount and currencies to be specified at the time of awarding of the contract.</p>

GCC 18.3	<p>The forms of acceptable Performance Security is:</p> <p>The performance security shall be in the form of a bank guarantee, issued by a reputable bank, as per form included in section 9, Contract Forms in the amount of 10% of the Contract price in the currency/ies stated in the bid of the successful bidder. If the bank issuing performance security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.</p>
GCC 18.4	<p>Discharge of the Performance Security shall take place:</p> <p>28 days following the date of completion of the Supplier's performance obligation under the Contract, including warranty obligations</p>
GCC 23.2	<p>The requirements of the EA relating to the packing of the Goods should be detailed enough to ensure quality of the Goods when shipped and at the same time, still be reasonable per industry practice and standards. If industry standards require different packing for different types of Goods procured, it may be best to identify the required packing for each type separately. If sea transport is an option, consideration should be given to whether the goods should be transported under deck. The required markings and documentation within and outside the packing cases should also be provided in detail. We recommend identifying the documents required under the laws of Sri Lanka in this clause, if the same is possible, for proper guidance to the bidders and avoidance of delay during the actual delivery of the Goods.</p>
GCC 24.1	<p>The insurance coverage shall be in accordance with:</p> <p>The supplier must insure the goods in an amount equal to 110% of the Contract Price.</p>
GCC 25.1	<p>Obligations for transportation of the Goods shall be in accordance with:</p> <p>CIP, Chief Mechanical Engineers Office Ratmalan., Incoterms 2020</p>
GCC 27.1	<p>The applicable rate for liquidated damages for delay shall be 0.5% of the Contract Price per week or part thereof. The maximum amount of the liquidated damages shall be 10% of the Contract price.</p>
GCC 28.3	<p>The period of validity of the Warranty shall be: Two years</p> <p>The place of final destination shall be: Chief Mechanical Engineers Office Ratmalana</p>
GCC 28.5	<p>The Supplier shall correct any defects covered by the Warranty within 60 days of being notified by the Purchaser of the occurrence of such defects.</p>
GCC 28.6	<p>If the Supplier fails to remedy the defect within the period specified in SCC 28.5, the Purchaser may proceed to take action within two time. The reasonable time will be two weeks</p>
GCC 30.1(b)	<p>The amount of aggregate liability shall be 100% of the Contract Price.</p>

Section 9 - Contract Forms

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Notification of Award

---- on letterhead of the purchaser ----

Letter of Acceptance

..... date.

To: name and address of the supplier

Subject: Notification of Award Contract No.

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

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Letter of Acceptance;
 - (b) the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (c) the Special Conditions of Contract;
 - (d) the List of Eligible Countries that was specified in Section 5 of the Bidding Document;
 - (e) the General Conditions of Contract;
 - (f) the Schedule of Supply; and
 - (g) any other documents shall be added here.¹

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

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

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

¹ Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 15).

Performance Security

Bank's name, and address of issuing branch or office¹

Beneficiary: *Name and address of the purchaser*

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

Performance Guarantee No.:

We have been informed that *name of the supplier*. (hereinafter called "the Supplier") has entered into Contract No. *reference number of the contract*. dated with you, for the execution of *name of contract and brief description of goods and related services*. (hereinafter called "the Contract").

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

At the request of the Supplier, we *name of the bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in words*². (*amount in figures*.) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the day of , ,³ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 , except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.⁴

.....
Signature(s) and seal of bank (where appropriate)

-- Note to Bidder --

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

- ¹ All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.
- ² The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the purchaser.
- ³ Insert the date 28 days after the expected completion date. The purchaser should note that in the event of an extension of the time for completion of the contract, the purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."
- ⁴ Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.

Advance Payment Security

[insert complete name and number of contract]

To: [insert complete name of the purchaser]

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

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

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

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

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

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

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

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

Date: [insert date of signing]

-- Note to Bidder --

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