

# ***Review of Railway Rehabilitation in Central Asia***

**for Kazakhstan, Kyrgyzstan, Tajikistan and Uzbekistan**

## **Tender Documents on the measures for the rehabilitation and renewal of the freight wagon fleet of Tajik Railways**

**Purchase of machines**



*A project implemented by Italferr S.p.A.*

# Tajik Republic

## INVITATION FOR PREQUALIFICATION

[date]

[name of the Employer]

[ADB Loan number]

### **Measures for the rehabilitation and renewal of the freight wagon fleet of Tajik Railways Purchase of machines**

This Invitation for Prequalification follows the General Procurement Notice for this project that appeared in the "ADB Business Opportunities", issue of [ *issue date* ].

[ *name of Borrower* ] has received a loan from the Asian Development Bank (the Bank) towards the cost of the measures for the rehabilitation and renewal of freight wagon fleet of Tajik Railways and intends to apply part of the proceeds of the Loan to payments under the contract for the Purchase of machines.

[ *name of Employer* ] (the Employer) intends pre-qualifying firms and joint ventures to tender for the following contract to be funded from part of the proceeds of the loan:

Purchase of the machines needed to the Tajik Railway in order to up grade the existing Makhram workshop, Dushanbe workshop and Kurgan-Tube workshop for the maintenance operations on wagons. In order to optimize and upgrade the capacity of the workshops it is needed to purchase new machineries for the accomplishment of maintenance operations on rolling stock and to accomplish some civil works to improve the process flow of the maintenance operations.

The contract implementation period will be 12 months.

Prequalification and tendering for contracts to be financed with the proceeds of a loan from the Bank is open to firms and joint ventures of firms from eligible countries.

Interested eligible firms may obtain further information from [ *insert name of Employer* ] and inspect Prequalification Documents at the address given below, [ *insert address at end of document* ] from [ *insert office hours* ].

Prequalification documents in English language may be obtained from the address below upon payment of a non-refundable fee of [ *state currency and value* ] or equivalent in a convertible currency. [ *Give instructions for payment by bank transfer or the like* ].

If requested, the documents will be promptly despatched by courier, but no liability can be accepted for loss or late delivery.

The prequalification documents must be duly completed and delivered to the address below, on or before [ *specify time and date of deadline for submission* ].

Documents which are received late may be rejected and returned unopened.

Interested firms may obtain further information from, and inspect and acquire the prequalification documents at the following office:

[ *Contact name* ]

[ *Executing agency* ]

[ *Address* ]

[ *Tel:* ]

[ *Fax:* ]

Date: \_\_\_\_\_

**STANDARD PROCUREMENT DOCUMENT**

# **Prequalification of Bidders**

**Asian Development Bank**  
**November 2004**

# Foreword

This Standard Procurement Document for the Prequalification of Bidders (SPQD) has been prepared by the Asian Development Bank (ADB) and is based on the Master Procurement Document entitled "Prequalification Documents for Procurement of Works", prepared by multilateral development banks and other public international financial institutions which reflects the majority view of these institutions. This document has the structure and the provisions of the Master Procurement Document, except where ADB-specific considerations have required a change.

This SPQD facilitates prequalification of bidders for large and complex civil works contracts, turnkey contracts, and contracts for the fabrication of expensive and technically complex plant and equipment. This is to ensure that only firms with appropriate experience, a proven track record, and necessary annual turnover, which are free of any major pending litigation, will be invited to submit bids.

This SPQD is to be used for the prequalification process for contracts financed in whole or in part by ADB and to be procured through International Competitive Bidding.

An important feature of this SPQD is that it can be used with minimum changes, as it does not contain explanations, footnotes or examples. The SPQD is only available in electronic format.

This SPQD is supported by a User's Guide. The User's Guide contains detailed explanations and recommendations to Employers on how to prepare specific Prequalification Documents and how to evaluate applications. The User's Guide is not a part of the Prequalification Document.

To obtain further information on procurement under ADB-assisted projects, contact

Project Coordination and Procurement Division  
Central Operations Services Office  
Asian Development Bank  
P.O. Box 789, 0980 Manila, Philippines  
Email: [procurement@adb.org](mailto:procurement@adb.org)  
Fax: (63-2) 636 2475

# PROCUREMENT DOCUMENT

## Prequalification of Bidders for the Procurement of

---

---

---

---

**Issued on:**

**Invitation for Prequalification No.:**

**ICB No.:**

**Employer:**

**Country:**

# Preface

This Prequalification Document (PQD) has been prepared by . . . . . and is based on the Standard Procurement Document for the Prequalification of Bidders (SPQD) issued by the Asian Development Bank dated . . . . .

ADB's SPQD has the structure and the provisions of the Master Procurement Document entitled "Prequalification Documents for Procurement of Works", prepared by multilateral development banks and other public international financial institutions except where ADB-specific considerations have required a change.

# Summary Description

Page No.

## PART 1. APPLICATION PROCEDURES

### **Section I. Instructions to Applicants (ITA) ----- 1-1**

This section specifies the procedures to be followed by Applicants in the preparation and submission of their Applications for Prequalification (AFP). Information is also provided on opening and evaluation of AFPs. **Section I. contains provisions that are to be used without modification.**

### **Section II. Application Data Sheet (ADS) ----- 2-1**

This section consists of provisions that are specific to each prequalification and supplement the information or requirements included in Section I. Instructions to Applicants.

### **Section III. Qualification Criteria (QLC) ----- 3-1**

This section contains the criteria and methods to be used to evaluate applications.

### **Section IV. Application Forms (APF) ----- 4-1**

This section contains the Application Submission Sheet and all the forms required to be submitted with the Application.

### **Section V. Eligible Countries (ELC) ----- 5-1**

This section contains a list of eligible countries.

## PART 2. REQUIREMENTS

### **Section VI. Scope of Contract (SOC) ----- 6-1**

This section includes a summary description of the scope of contract and additional information on major contract components, major quantities, required construction methods, and the contract implementation period of the Contract subject of this prequalification exercise.

# **PART 1 – Prequalification Procedures**



# Section I. Instructions to Applicants

## Table of Clauses

	Page
<b>A. General .....</b>	<b>1-2</b>
1. Scope of Application .....	1-2
2. Source of Funds .....	1-2
3. Corrupt Practices .....	1-2
4. Eligible Applicants .....	1-3
5. Eligible Materials, Equipment and Services .....	1-4
<b>B. Contents of Prequalification Document .....</b>	<b>1-4</b>
6. Sections of the Prequalification Document .....	1-4
7. Clarification of Prequalification Document .....	1-5
8. Amendment of Prequalification Document .....	1-5
<b>C. Preparation of Applications .....</b>	<b>1-5</b>
9. Cost of Applications .....	1-5
10. Language of Application .....	1-5
11. Documents Comprising the Application .....	1-5
12. Application Submission Sheet .....	1-6
13. Documents Establishing the Eligibility of the Applicant .....	1-6
14. Documents Establishing the Qualifications of the Applicant .....	1-6
15. Signing of the Application and Number of Copies .....	1-6
<b>D. Submission of Applications .....</b>	<b>1-6</b>
16. Sealing and Marking of Applications .....	1-6
17. Deadline for Submission of Applications .....	1-7
18. Late Applications .....	1-7
19. Opening of Applications .....	1-7
<b>E. Evaluation of Applications .....</b>	<b>1-7</b>
20. Confidentiality .....	1-7
21. Clarification of Applications .....	1-7
22. Responsiveness of Applications .....	1-7
23. Margin of Preference .....	1-7
24. Subcontractors .....	1-8
<b>F. Prequalification of Applicants .....</b>	<b>1-8</b>
25. Evaluation of Applications .....	1-8
26. Employer's Right to Accept or Reject Applications .....	1-8
27. Prequalification of Applicants .....	1-8
28. Notification of Prequalification .....	1-8
29. Invitation to Bid .....	1-9
30. Changes in Qualifications of Applicants .....	1-9

## A. General

- 1. Scope of Application**

1.1 In connection with the Invitation for Prequalification indicated in Section II, Application Data Sheet (ADS), the Employer, as defined in the ADS, issues this Prequalification Document to applicants interested in bidding for the works described in Section VI, Scope of Contract. The number of contracts and the name and identification of each contract as well as the International Competitive Bidding (ICB) number corresponding to this prequalification, are provided in the ADS.
- 2. Source of Funds**

2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the ADS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "the ADB") towards the cost of the project named in the ADS. The Borrower intends to apply a portion of the funds to eligible payments under the contract resulting from the bidding for which this prequalification is conducted (hereinafter called "the Contract").

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

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, the 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, of any thing of value to influence the action of any party in the procurement process or the execution of a contract;
    - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
    - (iii) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to influence the action of any party in a procurement process or the execution of a contract;
    - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

- (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, or coercive practices in competing for the Contract; and
- (c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an ADB-financed contract.

#### 4. Eligible Applicants

- 4.1 An Applicant shall be a private or government-owned legal entity, subject to ITA Sub-Clause 4.6, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV,
  - (a) all partners to the JV shall be jointly and severally liable; and
  - (b) a JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the prequalification process and, in the event the JV is prequalified, during the bidding process, and in the event the JV is awarded the Contract, during contract execution.
- 4.2 An Applicant, and all partners constituting the Applicant, shall have the nationality of an eligible country, in accordance with Section V, Eligible Countries. An Applicant shall be deemed to have the nationality of a country if the Applicant is a national of that country; or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.
- 4.3 The above requirement shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 4.4 Applicants shall not have a conflict of interest. All Applicants found to have a conflict of interest with one or more parties in this prequalification process shall be disqualified. Applicants shall be considered to have a conflict of interest, if they
  - (a) have controlling shareholders in common; or
  - (b) receive or have received any direct or indirect subsidy from any of them; or
  - (c) have the same legal representative for purposes of their Application; or
  - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or to influence the application of another Applicant in the subsequent bidding process or influence the decisions of the Employer regarding this prequalification process; or

- (e) participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of this prequalification. Where a firm, or a firm from the same economic or financial group, in addition to consulting, also has the capability to manufacture or supply goods or to construct works, that firm, or a firm from the same economic or financial group, may not normally be a supplier of goods or works, if it provided consulting services for the contract corresponding to this prequalification, unless it can be demonstrated that there is no significant degree of common ownership, influence or control.

- 4.5 A firm that is under a declaration of ineligibility by the ADB in accordance with ITA Clause 3, at the date of submission of the application or thereafter, shall not be considered.
- 4.6 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they are legally and financially autonomous, and operate under commercial law, and that they are not in any way dependent agencies of the Employer.
- 4.7 Applicants shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

**5. Eligible Materials, Equipment and Services**

- 5.1 The materials, equipment and services to be supplied under the Contract and financed by ADB shall have as their country of origin an eligible country of ADB (see Section V, Eligible Countries).

**B. Contents of Prequalification Document**

**6. Sections of the Prequalification Document**

- 6.1 The Prequalification Document consists of Parts 1 and 2 which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITA Clause 8.

**PART 1 Prequalification Procedures**

- Section I. Instructions to Applicants (ITA)
- Section II. Application Data Sheet (ADS)
- Section III. Qualification Criteria
- Section IV. Application Forms
- Section V. Eligible Countries

**PART 2 Requirements**

- Section VI. Scope of Contract

- 6.2 The "Invitation for Prequalification" issued by the Employer is not part of the Prequalification Document.
- 6.3 The Employer accepts no responsibility for the completeness of the Prequalification Document and its addenda unless they were obtained directly from the Employer.

- 6.4 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Document and to furnish all information or documentation required by the Prequalification Document.
- 7. Clarification of Prequalification Document**
- 7.1 A prospective Applicant requiring any clarification of the Prequalification Document shall contact the Employer in writing at the Employer's address indicated in the ADS. The Employer will respond in writing to any request for clarification provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Applications. The Employer shall forward copies of its response to all Applicants who have acquired the Prequalification Document directly from the Employer including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Prequalification Document as a result of a request for clarification, it shall do so following the procedure under ITA Clause 8 and in accordance with the provisions of Sub-Clause 17.2.
- 8. Amendment of Prequalification Document**
- 8.1 At any time prior to the deadline for submission of Applications, the Employer may amend the Prequalification Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all who have obtained the Prequalification Document directly from the Employer.
- 8.3 To give prospective Applicants reasonable time in which to take an addendum into account in preparing their Applications, the Employer may, at its discretion, extend the deadline for the submission of applications.

### C. Preparation of Applications

- 9. Cost of Applications**
- 9.1 The Applicant shall bear all costs associated with the preparation and submission of its application, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.
- 10. Language of Application**
- 10.1 The application, as well as all correspondence and documents relating to the prequalification exchanged by the Applicant and the Employer, shall be written in the English language. Supporting documents and printed literature that are part of the application may be in another language, provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the application, the translation shall govern.
- 11. Documents Comprising the Application**
- 11.1 The Application shall comprise the following:
- (a) Application Submission Sheet, in accordance with ITA Clause 12;
  - (b) written confirmation authorizing the signatory of the application to commit the Applicant, in accordance with ITA Sub-Clause 15.3;

- (c) documentary evidence establishing the Applicant's eligibility to prequalify, in accordance with ITA Clause 13;
  - (d) documentary evidence establishing the Applicant's qualifications, in accordance with ITA Clause 14; and
  - (e) any other document required as specified in the ADS.
- 12. Application Submission Sheet** 12.1 The Applicant shall prepare an Application Submission Sheet using the form furnished in Section IV, Application Forms. This form must be completed without any alteration to its format.
- 13. Documents Establishing the Eligibility of the Applicant** 13.1 To establish its eligibility in accordance with ITA Clause 4, the Applicant shall complete the eligibility declarations in the Application Submission Sheet and Forms ELI 1.1 and 1.2, included in Section IV, Application Forms.
- 14. Documents Establishing the Qualifications of the Applicant** 14.1 To establish its qualifications to perform the contract in accordance with Section III, Qualification Criteria, the Applicant shall provide the information requested in the corresponding Information Sheets included in Section IV, Application Forms.
- 15. Signing of the Application and Number of Copies** 15.1 The Applicant shall prepare one original of the documents comprising the application as described in ITA Clause 11 and clearly mark it "ORIGINAL". The original of the application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant.
- 15.2 The Applicant shall submit copies of the signed original application, in the number specified in the ADS, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 15.3 The requirements regarding the legal instrument evidencing the authorization to represent and sign on behalf of the Applicant shall be as specified in the ADS. Applications submitted by an existing or intended JV shall include an undertaking signed by all partners
- (a) stating that all partners shall be jointly and severally liable, and
  - (b) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the prequalification process and, in the event the JV is prequalified, during the bidding process, and in the event the JV is awarded the Contract, during contract execution.

#### **D. Submission of Applications**

- 16. Sealing and Marking of Applications** 16.1 The Applicant shall enclose the original and the copies of the application in a sealed envelope which shall
- (a) bear the name and address of the Applicant;
  - (b) be addressed to the Employer, in accordance with ITA 17.1; and
  - (c) bear the specific identification of this prequalification process indicated in the ADS 1.1.

- 16.2 If the envelope is not sealed and marked as required, the Employer will assume no responsibility for the misplacement of the application.
- 17. Deadline for Submission of Applications**
- 17.1 Applications shall be received by the Employer at the address and no later than the deadline indicated in the ADS.
- 17.2 The Employer may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Document in accordance with ITA Clause 8, in which case all rights and obligations of the Employer and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.
- 18. Late Applications**
- 18.1 The Employer reserves the right to accept or reject late Applications.
- 19. Opening of Applications**
- 19.1 The Employer shall prepare a record of the opening of Applications that shall include, as a minimum, the name of the Applicant. A copy of the record shall be distributed to all Applicants.

### **E. Evaluation of Applications**

- 20. Confidentiality**
- 20.1 Information relating to the evaluation of Applications, and recommendation for prequalification, shall not be disclosed to Applicants or any other persons not officially concerned with such process until the notification of prequalification is made to all Applicants.
- 20.2 From the deadline for submission of Applications to the time of notification of the results of the prequalification in accordance with ITA Clause 28, if any Applicant wishes to contact the Employer on any matter related to the prequalification process, it may do so in writing.
- 21. Clarification of Applications**
- 21.1 To assist in the evaluation of Applications, the Employer may, at its discretion, ask any Applicant for a clarification of its application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.
- 21.2 If an Applicant does not provide clarifications of the information requested by the date and time set in the Employer's request for clarification, its Application may be rejected.
- 22. Responsiveness of Applications**
- 22.1 The Employer may reject any Application which is not responsive to the requirements of the Prequalification Document.
- 23. Margin of Preference**
- 23.1 If so indicated in the ADS, a margin of preference shall apply in the bidding process resulting from this prequalification.

- 24. Subcontractors**
- 24.1 Applicants shall state in the Application Submission Sheet whether they intend to subcontract parts or elements of the Works.
- 24.2 If an Applicant intends to subcontract any of the key activities listed in Section III, Qualification Criteria, Criteria 4.2(b), then such key activities and the proposed subcontractors (Specialist Subcontractors) shall be clearly identified in Section IV, Application Forms, Forms ELI-1.2 and EXP-4.2(b). Such Specialist Subcontractor(s) shall meet the corresponding qualification requirements specified in Section III, Qualification Criteria. At the time of bidding, the Bidder shall use in its bid only Specialist Subcontractor(s) prequalified during the prequalification exercise.
- 24.3 Unless otherwise specified in the ADS, the Employer does not intend to execute certain specific parts of the Works by subcontractors selected in advance by the Employer (Nominated Subcontractors).

## F. Prequalification of Applicants

- 25. Evaluation of Applications**
- 25.1 The Employer shall use the criteria and methods defined in Section III, Qualification Criteria to evaluate the qualifications of the Applicants and proposed subcontractors.
- 25.2 Only the qualifications of proposed subcontractors that have been identified in the Application pursuant to ITA 24.2 will be considered in the evaluation of an Applicant. However, the general experience and financial resources of subcontractors may not be added to those of the Applicant for purposes of prequalification of the Applicant.
- 25.3 Unless otherwise indicated in the ADS, this prequalification shall be for a single contract.
- 26. Employer's Right to Accept or Reject Applications**
- 26.1 The Employer reserves the right to accept or reject any Application, and to annul the prequalification process and reject all applications at any time, without thereby incurring any liability to Applicants
- 27. Prequalification of Applicants**
- 27.1 All Applicants, including their proposed subcontractors, whose applications have been determined to be substantially responsive to the requirements of the Prequalification Document and who have met or exceeded the specified criteria shall be prequalified by the Employer.
- 28. Notification of Prequalification**
- 28.1 Once the Employer has completed the evaluation of the Applications it shall notify all Applicants in writing of the names of those applicants who have been prequalified.



- 29. Invitation to Bid**
- 29.1 Promptly after the notification of the results of the prequalification, the Employer shall invite bids from all the Applicants that have been prequalified.
- 29.2 Bidders may be required to provide bid security in the form of a demand guarantee or other security acceptable to the Employer for an amount as specified in the bidding document.
- 29.3 A qualified firm or a member of a qualified joint venture may participate in only one bid for the contract. If a firm submits more than one bid, singly or in joint venture, all bids including that firm request will be rejected. This rule will not apply in respect of bids that include specialist subcontractors that are used by more than one bidder.
- 30. Changes in Qualifications of Applicants**
- 30.1 Any change in the qualification status of an Applicant after being prequalified in accordance with ITA Clause 27 shall be subject to the written approval of the Employer. Any such change shall be submitted to the Employer not later than fourteen (14) days after the date of the Invitation to Bid. Such approval shall be denied if as a consequence of any change,
- (a) the prequalified Applicant, after the change, no longer substantially meets the qualification criteria set forth in Section III, Qualification Criteria; or
  - (b) a new partner that had not been prequalified as an Applicant or a Specialist Subcontractor as per ITA 24.2 is added to a prequalified Applicant.

## Section II. Application Data Sheet

### A. General

ITA 1.1	The identification of the Invitation for Prequalification is:
ITA 1.1	The name of the Employer is:
ITA 1.1	The names, identification and number of the contracts are:
ITA 1.1	The name and identification number of the ICB are:
ITA 2.1	The name of the Borrower is:
ITA 2.1	The name of the Project is: <b>Feasibility Study of measures for the rehabilitation and renewal of the freight wagon fleet of Tajik Railways</b>

### B. Contents of the Prequalification Document

ITA 7.1	For <b>clarification purposes</b> only, the Employer's address is: Attention: Number and Street: Floor/Room Number: City: . ZIP Code: Country Telephone: Facsimile number: Electronic mail address:
---------	--

### C. Preparation of Applications

ITA 11.1 (e)	The Applicant shall submit with its application the following additional documents:
ITA 15.2	In addition to the original, the number of copies to be submitted with the application is:
ITA 15.3	The requirements regarding the legal instrument evidencing the authorization to represent and sign on behalf of the Applicant shall be:

**D. Submission of Applications**

<b>ITA 17.1</b>	<p>For <b>application submission purposes</b> only, the Employer's address is:</p> <p>Attention:</p> <p>Number and Street:</p> <p>Floor/Room Number:</p> <p>City:</p> <p>ZIP Code:</p> <p>Country:</p> <p>Telephone:</p> <p>Facsimile number:</p> <p>Electronic mail address:</p> <p><b>The deadline for application submission is:</b></p> <p>Date:</p> <p>Time:</p>
-----------------	---

**E. Evaluation of Applications**

<b>ITA 23.1</b>	A margin of preference . . . . . apply in the bidding process corresponding to this prequalification. If a Margin of Preference applies, the procedure for evaluation will be specified in bidding document.
<b>ITA 24.3</b>	The Employer . . . . . to execute certain specific parts of the Works by subcontractors selected in advance (Nominated Subcontractors). The specific parts of the works and the respective subcontractors are:

**F. Prequalification of Applicants**

<b>ITA 25.3</b>	<p>As stipulated in ITA 1.1, this prequalification exercise shall be for: . . . . .</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
-----------------	---

# Section III. Qualification Criteria

## Table of Contents

	Page
<b>1. Eligibility .....</b>	<b>3-2</b>
1.1 Nationality .....	3-2
1.2 Conflict of Interest .....	3-2
1.3 ADB Eligibility .....	3-2
1.4 Government-owned Entity .....	3-2
<b>2. Pending Litigation.....</b>	<b>3-3</b>
2.1 Pending Litigation.....	3-3
<b>3. Financial Situation .....</b>	<b>3-4</b>
3.1 Historical Financial Performance .....	3-4
3.2 Average Annual Construction Turnover.....	3-5
<b>4. Experience .....</b>	<b>3-6</b>
4.1 General Construction Experience .....	3-6
4.2 Specific Construction Experience .....	3-7

## 1. Eligibility

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

### 1.1 Nationality

Nationality in accordance with ITA Sub-Clause 4.2.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Forms ELI -1.1; ELI -1.2 with attachments
--	-----------------------	---	-----------------------	----------------	---

### 1.2 Conflict of Interest

No conflicts of interest in accordance with ITA Sub-Clause 4.4.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Application Submission Sheet
---	-----------------------	---	-----------------------	----------------	------------------------------

### 1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITA Sub-Clause 4.5.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Application Submission Sheet
---	-----------------------	---	-----------------------	----------------	------------------------------

### 1.4 Government-owned Entity

Applicant required to meet conditions of ITA Sub-Clause 4.6.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI -1.1, ELI -1.2 with attachments
--	-----------------------	-----------------------	-----------------------	----------------	---

## 2. Pending Litigation

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

### 2.1 Pending Litigation

All pending litigation shall be treated as resolved against the Applicant and so shall in total not represent more than . . . . . percent of the Applicant's net worth.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	Form LIT - 2
---	--	----------------	--	----------------	--------------

### 3. Financial Situation

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

#### 3.1 Historical Financial Performance

Submission of audited balance sheets or, if not required by the law of the applicant's country, other financial statements acceptable to the Employer, for the last . . . . . years to demonstrate the current soundness of the applicants financial position and its prospective long-term profitability.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 3.1 with attachments
--	-----------------------	----------------	-----------------------	----------------	---------------------------------

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

**3.2 Average Annual Construction Turnover**

Minimum average annual construction turnover of US\$ . . . . . calculated as total certified payments received for contracts in progress or completed, within the last . . . . . years.	must meet requirement	must meet requirement	must meet . . . . . of the requirement	must meet . . . . . of the requirement	Form FIN - 3.2
---	-----------------------	-----------------------	--	--	----------------



## 4. Experience

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

### 4.1 General Construction Experience

Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last . . . . . years prior to the applications submission deadline.	must meet requirement	not applicable	must meet requirement	not applicable	Form EXP-4.1
---	-----------------------	----------------	-----------------------	----------------	--------------

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

**4.2 Specific Construction Experience**

**(a) Contracts of Similar Size and Nature**

Participation as contractor, management contractor, or subcontractor, in at least . . . . . contracts within the last . . . . . years, each with a value of at least US\$ . . . . . that have been successfully or are substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in Section VI, Scope of Contract.	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP 4.2(a)
--	-----------------------	-----------------------	----------------	----------------	-----------------

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

**4.2 Specific Construction Experience**

**(b) Construction Experience in Key Activities**

For the above or other contracts executed during the period stipulated in 4.2(a) above, a minimum construction experience in the following key activities:	must meet all requirements	must meet all requirements	not applicable	not applicable	Form EXP-4.2(b)
-----					
-----					
-----					
-----					

# Section IV. Application Forms

## Table of Forms

	Page
Application Submission Sheet.....	4-2
Applicant Information Sheet.....	4-3
JV Information Sheet.....	4-4
Pending Litigation .....	4-5
Financial Situation.....	4-6
Average Annual Construction Turnover.....	4-7
General Construction Experience .....	4-8
Specific Construction Experience .....	4-9
Specific Construction Experience in Key Activities .....	4-10

### Application Submission Sheet

Date: .....  
IFP No.: .....  
ICB No.: .....

To: .....

We, the undersigned, apply to be prequalified for the referenced ICB and declare the following.

- (a) We have examined and have no reservations to the Prequalification Document, including Addenda No(s)....., issued in accordance with ITA Clause 8.
- (b) We, including all subcontractors or suppliers for any part of the contract(s) resulting from this prequalification process, if any, have nationalities of eligible countries, in accordance with ITA Sub-Clause 4.2.
- (c) We, including any subcontractors or suppliers for any part of the contract(s) resulting from this prequalification, do not have any conflict of interest in accordance with ITA Sub-Clause 4.4.
- (d) We, including any subcontractors or suppliers for any part of the contract(s) resulting from this prequalification, have not been declared ineligible by the ADB.
- (e) We are a not government-owned entity. <sup>(1)</sup>
- (f) We, in accordance with ITA Sub-clause 24.1, plan to subcontract the following key activities or parts of the works: .....
- (g) We declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the prequalification process:

Name of Recipient	Address	Reason	Amount
.....	.....	.....	.....
.....	.....	.....	.....

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

- (h) We understand that you may cancel the prequalification process at any time and that you are not bound either to accept any application that you may receive or to invite the prequalified applicants to bid for the contract(s) subject of this prequalification, without incurring any liability to the Applicants, in accordance with ITA Clause 26.

Name .....

In the capacity of .....

Signed .....

Duly authorized to sign the Application for and on behalf of .....

Date .....

(1) Government-owned entites must replace para (e) with the following statement: "We are a government-owned entity but meet the requirements of ITA Sub-Clause 4.6."

Form ELI – 1.1

## Applicant Information Sheet

Date: .....  
 IFP No.: .....  
 .....  
 ICB No.: .....  
 .....  
 Page ..... of ..... pages

Applicant Information	
<b>Applicant's legal name</b>	
<b>In case of JV, legal name of each partner</b>	
<b>Applicant's actual or intended country of constitution</b>	
<b>Applicant's actual or intended year of constitution</b>	
<b>Applicant's legal address in country of constitution</b>	
<b>Applicant's authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following original documents.</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITA Sub-Clauses 4.1 and 4.2.</li> <li><input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITA Sub-Clause 15.3.</li> <li><input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA Sub-Clause 4.1.</li> <li><input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITA Sub-Clause 4.6.</li> </ul>	

Form ELI – 1.2

## JV Information Sheet

for JV Partners and Specialist Subcontractors as per ITA 24.2

Date: .....

IFP No.: .....

ICB No.: .....

Page ..... of ..... pages

**Each member of a JV and Specialist Subcontractors as per ITA 24.2 must fill in this form**

<b>JV / Specialist Subcontractor Information</b>	
<b>Applicant's legal name</b>	
<b>JV Partner's or Subcontractor's legal name</b>	
<b>JV Partner's or Subcontractor's country of constitution</b>	
<b>JV Partner's or Subcontractor's year of constitution</b>	
<b>JV Partner's or Subcontractor's legal address in country of constitution</b>	
<b>JV Partner's or Subcontractor's authorized representative information</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following original documents.</b></p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITA Sub-Clauses 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITA Sub-Clause 15.3.</p> <p><input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITA Sub-Clause 4.6.</p> <p><input type="checkbox"/> 4. In case of Specialist Subcontractors as per ITA 24.2 a formal intent to enter into an agreement.</p>	

**Form LIT – 1**

**Pending Litigation**

Applicant's Legal Name: .....

Date: .....

JV Partner Legal Name: .....

IFP No.: .....

.....

ICB No.: .....

Page ..... of ..... pages

Each Applicant or member of a JV must fill in this form

<b>Pending Litigation</b>			
<input type="checkbox"/> No pending litigation in accordance with Criteria 2.1 of Section III, Qualification Criteria			
<input type="checkbox"/> Pending litigation in accordance with Criteria 2.1 of Section III, Qualification Criteria, as indicated below			
Year	Matter in Dispute	Value of Pending Claim in US\$ Equivalent	Value of Pending Claim as a Percentage of Net Worth



**Form FIN – 3.1**

**Financial Situation**

Applicant's Legal Name: .....  
 .....  
 JV Partner's Legal Name:.....  
 .....

Date: .....  
 IFP No.: .....  
 ICB No.: .....  
 Page .....of ..... pages

**Each Applicant or member of a JV must fill in this form**

	Financial Data for Previous 3 Years [US\$ Equivalent]		
	Year 1:	Year 2:	Year 3:
<b>1. Total Assets</b>			
<b>2. Current Assets</b>			
<b>3. Total Liabilities</b>			
<b>4. Current Liabilities</b>			
<b>5. Profits Before Taxes</b>			
<b>6. Profits After Taxes</b>			

<b>7. Net Worth</b> [= 1 – 3]			
<b>8. Working Capital</b> [= 2 – 4]			
<b>9. Return on Equity</b> [= 5 / 7 of prior year]			

Attached are copies of the audited balance sheets, including all related notes, and income statements for the last three years, as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of the Applicant or partner to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**Form FIN – 3.2**

**Average Annual Construction Turnover**

Applicant's Legal Name: .....

Date: .....

JV Partner's Legal Name: .....

IFP No.: .....

.....

ICB No.: .....

Page ..... of ..... pages

**Each Applicant or member of a JV must fill in this form**

<b>Annual Turnover Data for the Last 3 Years (Construction only)</b>			
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange Rate</b>	<b>US\$ Equivalent</b>
<b>Average Annual Construction Turnover</b>			

The information supplied should be the Annual Turnover of the Applicant or each member of a JV 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.

**Form EXP – 4.1**

**General Construction Experience**

Applicant's Legal Name: .....

Date: .....

JV Partner's Legal Name:.....  
.....

IFP No.: .....

ICB No.: .....

Page ..... of ..... pages

**Each Applicant or member of a JV must fill in this form**

<b>General Construction Experience</b>				
<b>Starting Month Year</b>	<b>Ending Month Year</b>	<b>Years</b>	<b>Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Applicant</b>	<b>Role of Applicant</b>

Form EXP – 4.2 (a)

### Specific Construction Experience

Applicant's Legal Name: ..... Date: .....  
 .....  
 JV Partner's Legal Name: ..... IFP No.: .....  
 ..... ICB No.: .....  
 Page ..... of ..... pages

Fill up one (1) form per contract.

Contract of Similar Size and Nature		
Contract No ..... of .....	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	US\$	
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Criteria 4.2(a) of Section III		

**Form EXP – 4.2(b)**

**Specific Construction Experience in Key Activities**

Applicant's Legal Name: ..... Date: .....  
 JV Partner's Legal Name:..... IFP No.: .....  
 Subcontractor's Legal Name (as per ITA 24.2): ..... ICB No.: .....  
 ..... Page : ..... of ..... pages

**Fill up one (1) form per contract**

Contract with Similar Key Activities		
Contract No ..... of .....	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	US\$	
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone Number Fax Number E-mail		
Description of the key activities in accordance with Criteria 4.2(b) of Section III		

## Section V. Eligible Countries

## **PART 2 – Requirements**

# Section VI. Scope of Contract

## Table of Contents

<b>A. Requirements.....</b>	<b>2</b>
1. Brief Description of the Scope .....	2
2. Major Contract Components .....	4
3. Estimated Quantities of Major Components .....	8
4. Methods Required.....	8
5. Contract Implementation Period .....	8
<b>B. Supplementary Information.....</b>	<b>9</b>
1. Project Country .....	9
2. Contract Site .....	9
<b>C. Facilities to be Provided by the Employer .....</b>	<b>10</b>



## A. Requirements

### 1. Brief Description of the Scope

The Scope of works refers to the conclusions of the feasibility study of the measures for the rehabilitation and renewal of the freight wagon fleet of Tajik Railways.

The main workshops where maintenance operation on rolling stock take place in Tajik Republic are:

- Makhram workshop
- Dushanbe workshop
- Kurgan Tube workshop

**In order to upgrade the above mentioned workshops and to optimize the process flow several machines shall be purchased as well as some civil works shall be accomplished.**

#### ***Makhram***

Makhram workshop shall be the main wagon workshop, in charge of:

- all the capital maintenance works
- all the life extension works
- all the conversion works for type modification of wagons
- all the works necessary for repair of parts stripped from wagons and replaced in the other workshops (Dushanbe and Kourgan-Thube).

In particular Makhram workshop should concentrate all the repair works on:

- bogies
- wheelsets
- brake components
- coupling equipment
- running maintenance and light repairs to the wagons of trains having origin or destination in the North of Tajikistan.

The reason for such proposal is that presently Makhram is the largest and best equipped wagon workshop and has a large area for future extension in which tracks and industrial buildings are already available.

With the availability of these equipment it will be possible to improve quality, efficiency and effectiveness of wagon maintenance works. Makhram workshop shall have the best competence for wagon maintenance and some of its technical staff shall be trained to get the adequate skill for certification of life extension and conversion works on wagons.

### ***Dushanbe***

For the repair operations on sub-assemblies, Dushanbe maintenance centre is made of the following workshops:

- Wheel set repair: the main equipment consists on a wheel re-profiling grinding machine (Rafamet, Poland) presently out of order and a CNC lathe in good conditions.
- Light machine tools workshop: the main equipment consists on two lathes, one drilling machine and one milling machine.
- Brake components repair and testing.
- Forging and welding for couplers and other steel components repair.

### ***Kurgan Tube***

Once this depot located in the South region of Tajikistan will be operative, capital maintenance and running maintenance operations will take place both for passenger coaches and freight wagons.

The plant consists on a main maintenance building provided with 5 covered tracks on which the maintenance operation will occur. Three tracks will be devoted to the capital maintenance on wagons (and coaches), the other two tracks to the running maintenance operations on wagons (and coaches). Moreover in the same building will be located several workshops for performing the needed maintenance operations on sub-assemblies. Other facilities are foreseen in the external area both relevant to the auxiliary technological systems and to recreation for the workers.

## 2. Major Contract Components

<b>Purchase of machines</b>				
<b>Item No.</b>	<b>Name of Goods or Related Services</b>	<b>Description</b>	<b>Unit of Measurement</b>	<b>Quantity</b>
1	WORK BENCHES	including accessories and spare parts	unit	10
2	COLUMN DRILLING MACHINE	including accessories and spare parts	unit	7
3	ELECTRO HYDRAULIC COLUMN PRESS	including accessories and spare parts	unit	3
4	PLASMA CUTTING MACHINE	including accessories and spare parts	unit	4
5	WELDING MACHINES	including accessories and spare parts	unit	7
6	FIXED BEAM PRESSING PORTAL	including accessories and spare parts	unit	1
7	BATTERY CHARGING BENCHES	including accessories and spare parts	unit	2
8	COMPRESSED AIR SUPPLY NETWORK	including accessories and spare parts	unit	3
9	ELECTRIC LIFTING JACKS	including accessories and spare parts	unit	3
10	ELECTRIC DOUBLE –BEAM OVERHEAD TRAVELING CRANE	including accessories and spare parts	unit	2
11	COLUMN JIB CRANE WITH ELECTRIC CHAIN HOIST	including accessories and spare parts	unit	2
12	FORK LIFT TRUCKS	including accessories and spare parts	unit	4
13	ELECTRONIC TINTING MACHINE	including accessories and spare parts	unit	1
14	VACUUM CLEANERS: MOBILE AIR EXTRACTOR AND TREATMENT SYSTEMS	including accessories and spare parts	unit	5
15	LOOSE PART WASHING AND BLOWING SYSTEMS	including accessories and spare parts	unit	3
16	HYDROCLEANER: HOT WATER HIGH-PRESSURE WASHERS	including accessories and spare parts	unit	9
17	AUTOMATIC TWO-SPEED ELECTRO-HYDRAULIC PRESS FOR SHEET BENDING	including accessories and spare parts	unit	1

18	GRINDING MACHINE (RIPROFILER)	including accessories and spare parts	unit	6
19	HACKSAW WITH CONTINUOUS BELT (BAND SAW)	including accessories and spare parts	unit	1
20	HELICOIDAL SPRING MACHINE TESTING	including accessories and spare parts	unit	1
21	PAINTING CABIN	including accessories and spare parts	unit	1
22	PRESSING MACHINE FOR DUMPER TESTING	including accessories and spare parts	unit	1
23	CALANDER	including accessories and spare parts	unit	1
24	BRAKE TEST TROLLEY	including accessories and spare parts	unit	5
25	EQUIPMENT FOR FAULT DIAGNOSIS AND NON DESTRUCTIVE CONTROLS ON BEARINGS AND AXLEBOXES	including accessories and spare parts	unit	2
26	STEEL CABINET WITH COMPOSABLE SHELF	including accessories and spare parts	unit	61
27	METAL SHELVES FOR PALLETSPROVIDED WIT HAND PALLET TRUCK FOR STAKING OF SPARE STOCK	including accessories and spare parts	unit	68
28	DESK WITH PC AND PRINTER	including accessories and spare parts	unit	4
29	STEEL CABINET AS TOOLS CONTAINER	including accessories and spare parts	unit	15
30	UNIVERSAL MILLING MACHINE	including accessories and spare parts	unit	1
31	METALLIC LADDERS ON WHEELS	including accessories and spare parts	unit	8
32	BOGIE WASHING TUNNEL	including accessories and spare parts	unit	1
33	PLATES SHEAR: METAL SHEETS CUTTING MACHINE	including accessories and spare parts	unit	1
34	PUNCHER MACHINE	including accessories and spare parts	unit	2
35	ELECTRICAL TRACTORS	including accessories and spare parts	unit	3
36	TRANS-PALLET TROLLEY	including accessories and spare parts	unit	4
37	PRESSURE HYDRO SANDER	including accessories and spare parts	unit	5

38	PARALLEL LATHE	including accessories and spare parts	unit	1
39	MEASURING BED FOR BOGIE FRAME	including accessories and spare parts	unit	1
40	WELDING BENCES	including accessories and spare parts	unit	1
41	PORTABLE PNEUMATIC TOOLS	including accessories and spare parts	series	3
42	VARIOUS PORTABLE TOOLS	including accessories and spare parts	series	3
43	MEASURING INSTRUMENTS	including accessories and spare parts	series	3
44	GAUGES, REFERENCE JIGS AND SPECIAL TOOLS	including accessories and spare parts	series	3
45	EQUIPMENT FOR TEST AND REPAIR OF BRAKE SYSTEM COMPONENTS	including accessories and spare parts	series	1

Note: The Tenderer shall submit a list for the supply of item 41, 42, 43,44 , and 45:

- Portable pneumatic tools for workshops needs
- Various portable tooling for workshops needs
- Measuring instruments for workshops needs
- Special tools for workshops needs
- Equipment for test and repair of brake system

The composition of the supply for each of the three workshops shall be defined according to the workshop needs.

## CIVIL WORKS

For what concerns civil works necessary for the upgrade of the workshops the Tenderer shall provide the following:

### Makhram

Civil Works mainly concern:

- preparation of foundations for the new equipment requiring works on the ground (washing machines, press for bogies, painting cabin, cranes, etc.)
- refurbishment and levelling of parts of the industrial floor in line with the lay-out re-arrangement and the position of the new equipment
- general repair of civil structures

- refurbishment of some sections of the lighting and electric power system
- installation of electrical wiring for power supply to the new equipment
- installation of water pipes for washing machines
- construction of an external shed 50mx10m

### **Kurgan-Tube**

Civil Works mainly concern the completion of the industrial building and are not only to be allocated to wagon maintenance.

### **Dushanbe**

Civil Works mainly concern:

- refurbishment and levelling of parts of the industrial floor in line with the lay-out re-arrangement, the position of the new equipment and the elimination of old equipment to be eliminated or sent to other workshops
- refurbishment of some small sections of the lighting and electric power system
- installation of electrical wiring for power supply to the new equipment
- general repair of civil structures

**3. Estimated Quantities of Major Components**

See section 2.

**4. Methods Required**

No specific methods are required.

**5. Contract Implementation Period**

The contract implementation period will be of 12 months.

**B. Supplementary Information****1. Project Country**

The project country is the Tajik Republic.

**2. Contract Site**

The contract site is Makram rolling stock workshop located in the north region of Tajik Republic, Dushanbe workshop and Kurgan Tube workshop located in the south region of Tajik Republic.



### **C. Facilities to be Provided by the Employer**

[...]

STANDARD BIDDING DOCUMENT

# **Procurement of Goods**

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

**Asian Development Bank**

**November 2004**

## Preface

This document has been based on the Master Bidding Document for Procurement of Goods, prepared by Multilateral Development Banks and International Financial Institutions, and reflects what they consider best practices in regard to Bidding Documents and contracting for the procurement of goods.

This document reflects the structure and the provisions of the Master Bidding Document for the Procurement of Goods, except where specific considerations within the respective multilateral development bank or international financial institution have required a change.

This document has been prepared by the Asian Development Bank (ADB) to facilitate a Single-Stage:One-Envelope bidding procedure. The Single-Stage:One-Envelope bidding procedure is the main bidding procedure used for most of the procurement financed by the ADB. In the Single-Stage:One-Envelope bidding procedure, Bidders submit Bids in one envelope containing both the Price Proposal and the Technical Proposal. The envelopes are opened in public at the date and time advised in the Bidding Document. The Bids are evaluated and the Contract is awarded to the Bidder whose Bid has been determined to be the lowest evaluated substantially responsive Bid.

To obtain further information on procurement under ADB assisted projects, contact:

Project Coordination and Procurement Division  
Central Operations Services Office  
Asian Development Bank  
P.O.Box 789, 0980 Manila, Philippines  
Fax: (63-2) 636 2475  
Email: [procurement@adb.org](mailto:procurement@adb.org)

# Standard Bidding Document

## Table of Contents

### **PART 1 – Bidding Procedures**

Section I.	Instructions to Bidders.....	1-1
Section II.	Bid Data Sheet.....	2-1
Section III.	Evaluation and Qualification Criteria .....	3-1
Section IV.	Bidding Forms .....	4-1
Section V.	Eligible Countries .....	5-1

### **PART 2 – Supply Requirements**

Section VI.	Schedule of Supply .....	6-1
-------------	--------------------------	-----

### **PART 3 - Contract**

Section VII.	General Conditions of Contract.....	7-1
Section VIII.	Special Conditions of Contract.....	8-1
Section IX.	Contract Forms .....	9-1

# **PART 1 – Bidding Procedures**

# Section I. Instructions to Bidders

## Table of Contents

<b>A.</b>	<b>General</b> .....	<b>1-3</b>
1.	Scope of Bid .....	1-3
2.	Source of Funds .....	1-3
3.	Corrupt Practices.....	1-3
4.	Eligible Bidders.....	1-4
5.	Eligible Goods and Related Services.....	1-6
<b>B.</b>	<b>Contents of Bidding Document</b> .....	<b>1-7</b>
6.	Sections of the Bidding Document.....	1-7
7.	Clarification of Bidding Document.....	1-7
8.	Amendment of Bidding Document .....	1-8
<b>C.</b>	<b>Preparation of Bids</b> .....	<b>1-8</b>
9.	Cost of Bidding .....	1-8
10.	Language of Bid .....	1-8
11.	Documents Comprising the Bid .....	1-8
12.	Bid Submission Sheet and Price Schedules .....	1-9
13.	Alternative Bids.....	1-9
14.	Bid Prices and Discounts.....	1-9
15.	Currencies of Bid .....	1-11
16.	Documents Establishing the Eligibility of the Bidder.....	1-12
17.	Documents Establishing the Eligibility of the Goods and Related Services .....	1-12
18.	Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document .....	1-12
19.	Documents Establishing the Qualifications of the Bidder .....	1-13
20.	Period of Validity of Bids .....	1-13
21.	Bid Security .....	1-13
22.	Format and Signing of Bid .....	1-15

<b>D.</b>	<b>Submission and Opening of Bids .....</b>	<b>1-15</b>
23.	Sealing and Marking of Bids .....	1-15
24.	Deadline for Submission of Bids .....	1-16
25.	Late Bids .....	1-16
26.	Withdrawal, Substitution, and Modification of Bids.....	1-16
27.	Bid Opening .....	1-17
<b>E.</b>	<b>Evaluation and Comparison of Bids .....</b>	<b>1-18</b>
28.	Confidentiality.....	1-18
29.	Clarification of Bids.....	1-18
30.	Responsiveness of Bids .....	1-18
31.	Nonconformities, Errors, and Omissions.....	1-19
32.	Preliminary Examination of Bids .....	1-20
33.	Examination of Terms and Conditions; Technical Evaluation.....	1-20
34.	Conversion to Single Currency .....	1-21
35.	Margin of Preference.....	1-21
36.	Evaluation of Bids.....	1-21
37.	Comparison of Bids .....	1-22
38.	Postqualification of the Bidder .....	1-22
39.	Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids.....	1-23
<b>F.</b>	<b>Award of Contract .....</b>	<b>1-23</b>
40.	Award Criteria .....	1-23
41.	Purchaser's Right to Vary Quantities at Time of Award .....	1-23
42.	Notification of Award .....	1-23
43.	Signing of Contract.....	1-24
44.	Performance Security .....	1-24

## A. General

- 1. Scope of Bid**
- 1.1 In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Supply (SS). The name, identification, and number of lots of the International Competitive Bidding (ICB) are provided in the BDS.
- 1.2 Throughout this Bidding Document :
- (a) the term "in writing" means communicated in written form with proof of receipt;
  - (b) if the context so requires, singular means plural and vice versa; and
  - (c) "day" means calendar day.
- 2. Source of Funds**
- 2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "the ADB") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this Bidding Document is issued.
- 2.2 Payments by the ADB will be made only at the request of the Borrower and upon approval by the ADB in accordance with the terms and conditions of the financing agreement between the Borrower and the ADB (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.
- 3. Corrupt Practices**
- 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, the 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, of any thing of value to influence the action of any party in the procurement process or the execution of a contract;
  - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - (iii) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to influence the action of any party in a procurement process or the execution of a contract;
  - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (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, or coercive practices in competing for the Contract; and
  - (c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an ADB-financed contract.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 3.2 and Sub-Clause 35.1 (c) of the General Conditions of Contract.

#### **4. Eligible Bidders**

4.1 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB Sub-Clause 4.5) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the

form of a Joint Venture (JV). In the case of a JV:

- (a) all parties to the JV shall be jointly and severally liable; and
- (b) a JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

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

4.3 A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- (a) have controlling shareholders in common; or
- (b) receive or have received any direct or indirect subsidy from any of them; or
- (c) have the same legal representative for purposes of this Bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- (e) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid, or as Bidders and subcontractors simultaneously; or
- (f) participated as a consultant in the preparation of the design or technical specifications of the goods and

related services that are the subject of the Bid.

- 4.4 A firm that is under a declaration of ineligibility by the ADB in accordance with ITB Clause 3, at the date of the deadline for bid submission or thereafter, shall be disqualified.
- 4.5 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Purchaser.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

**5. Eligible Goods and Related Services**

- 5.1 All goods and related services to be supplied under the Contract and financed by the ADB, shall have as their country of origin an eligible country of the ADB (see Section V, Eligible Countries).
- 5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.
- 5.5 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section V, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the

Purchaser's country.

## B. Contents of Bidding Document

- 6. Sections of the Bidding Document**
- 6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8.
- PART 1 Bidding Procedures**
- Section I. Instructions to Bidders (ITB)
  - Section II. Bid Data Sheet (BDS)
  - Section III. Evaluation and Qualification Criteria
  - Section IV. Bidding Forms
  - Section V. Eligible Countries
- PART 2 Supply Requirements**
- Section VI. Schedule of Supply
- PART 3 Contract**
- Section VII. General Conditions of Contract (GCC)
  - Section VIII. Special Conditions of Contract (SCC)
  - Section IX. Contract Forms
- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.
- 7. Clarification of Bidding Document**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the

Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 24.2.

- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 24.2

### C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
  - (b) Bid Security, in accordance with ITB Clause 21;

- (c) alternative bids, if permissible, in accordance with ITB Clause 13;
  - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
  - (e) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
  - (f) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
  - (g) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Document;
  - (h) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
  - (i) any other document required in the BDS.
- 12. Bid Submission Sheet and Price Schedules**
- 12.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.
- 13. Alternative Bids**
- 13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB Sub-

### Clause 31.3

- 14.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet.
- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 14.6 Prices proposed in the Price Schedule Forms for Goods and Related Services, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered:
- (a) For Goods offered from within the Purchaser's country :
    - (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;
    - (ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
    - (iii) the total price for the item.
  - (b) For Goods offered from outside the Purchaser's country :
    - (i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP

- (named place of destination), in the Purchaser's country, as specified in the BDS;
- (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS.
  - (iii) the total price for the item.
- (c) For Related Services whenever such Related Services are specified in the Schedule of Requirements:
- (i) the local currency cost component of each item comprising the Related Services; and
  - (ii) the foreign currency cost component of each item comprising the Related Services,
- inclusive of all custom duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder
- 14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.8 If so indicated in ITB Sub-Clause 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 14.4, provided the Bids for all lots are submitted and opened at the same time.

## 15. Currencies of Bid

- 15.1 Bid prices shall be quoted in the following currencies:
- (a) the currencies specified in the BDS;
  - (b) a Bidder expecting to incur a portion of its expen-



ditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in its Bid; and

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

**16. Documents Establishing the Eligibility of the Bidder**

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

- (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section IV, Bidding Forms; and
- (b) if the Bidder is an existing or intended JV in accordance with ITB Sub-Clause 4.1, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.

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

17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

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

18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence specified in Section VI, Schedule of Supply.

18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods

and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section VI, Schedule of Supply.

18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Supply.

**19. Documents Establishing the Qualifications of the Bidder**

19.1 To establish its qualifications to perform the Contract, the Bidder shall submit the evidence indicated for each qualification criteria specified in Section III, Evaluation and Qualification Criteria.

**20. Period of Validity of Bids**

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

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

**21. Bid Security**

21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security in original form and in the amount and currency specified in the BDS.

21.2 The Bid Security shall be, at the Bidder's option, in any of the following forms:

- (a) a bank guarantee;
- (b) an irrevocable letter of credit; or
- (c) a cashier's or certified check;

all from a reputable bank from an eligible country. In case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms, or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight days (28) beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.

- 21.3 If a bid Security is required in accordance with ITB Sub-Clause 21.1, any Bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 21.2, shall be rejected by the Purchaser as nonresponsive.
- 21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security pursuant to ITB Clause 44.
- 21.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 21.6 The Bid Security may be forfeited :
  - (a) if a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.2; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB Clause 43;
    - (ii) furnish a Performance Security in accordance with ITB Clause 44; or
    - (iii) accept the correction of its Bid Price pursuant to ITB Sub-Clause 31.5.

21.7 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB Sub-Clause 16.1.

## **22. Format and Signing of Bid**

22.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the Bid.

22.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## **D. Submission and Opening of Bids**

## **23. Sealing and Marking of Bids**

23.1 The Bidder shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.

23.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1;
- (c) bear the specific identification of this bidding process indicated in the BDS; and

- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.
- 23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 24. Deadline for Submission of Bids**
- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids**
- 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written Notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 22.2 (except that Withdrawal Notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written Notice. All Notices must be:
- (a) submitted in accordance with ITB Clauses 22 and 23 (except that Withdrawal Notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification"; and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.
- 26.3 No Bid shall be withdrawn, substituted, or modified in the

interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

- 27. Bid Opening**
- 27.1 The Purchaser shall conduct the bid opening in the presence of Bidders' designated representatives who choose to attend, and at the address, date and time specified in the BDS.
- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. No Bid shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened, read out, recorded, and exchanged for the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. Envelopes marked "MODIFICATION" shall be opened, read out, and recorded with the corresponding Bid. No Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.
- 27.3 All other envelopes shall be opened one at a time, and the following read out and recorded: the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), any discounts and alternative offers; the presence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.
- 27.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, any

discounts and alternative offers; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

### **E. Evaluation and Comparison of Bids**

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and postqualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB Clause 31.
- 30. Responsiveness of Bids**
- 30.1 The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Bid itself.
- 30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is

one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

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

**31. Nonconformities, Errors, and Omissions**

31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformity or omission in the Bid that does not constitute a material deviation.

31.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

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

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

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit



price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.5 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security may be forfeited.

### **32. Preliminary Examination of Bids**

32.1 The Purchaser shall examine the Bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid:

- (a) Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
- (c) Written confirmation of authorization to commit the Bidder, in accordance with ITB Sub-Clause 22.2; and
- (d) Bid Security, in accordance with ITB Clause 21, if applicable.

If any of these documents or information is missing, the offer shall be rejected.

### **33. Examination of Terms and Conditions; Technical**

33.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

## Evaluation

- 33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Supply of the Bidding Document have been met without any material deviation or reservation.
- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.
- 34. Conversion to Single Currency** 34.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rates established by the source and on the date specified in the BDS.
- 35. Margin of Preference** 35.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.
- 36. Evaluation of Bids** 36.1 The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 To evaluate a Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) the Bid Price;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.4;
  - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
  - (d) application of all the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.
- 36.4 In the calculation of the evaluated cost of the Bids, the Purchaser shall exclude and not take into account:
- (a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other

taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;

- (b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
- (c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

36.5 The Purchaser's cost evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of the Bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors to be used and the methodology of application shall be as indicated in Section III, Evaluation and Qualification Criteria.

36.6 If this Bidding Document allows Bidders to quote separate prices for different lots, and the award to a single Bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations, including any discounts offered in the Bid Submission Sheet, is as specified in Section III, Evaluation and Qualification Criteria.

**37. Comparison of Bids**

37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

**38. Postqualification of the Bidder**

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

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19, to clarifications in accordance with ITB Clause 29 and the

qualification criteria indicated in Section III, Evaluation and Qualification Criteria. Factors not included in Section III, Evaluation and Qualification Criteria shall not be used in the evaluation of the Bidder's qualification.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

39.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

## F. Award of Contract

**40. Award Criteria**

40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Supply, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

**42. Notification of Award**

42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.

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

- 43. Signing of Contract**
- 43.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement and the Special Conditions of Contract.
- 43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 44. Performance Security**
- 44.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Purchaser.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section II. Bid Data Sheet

<b>A. Introduction</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids is : _____ _____
<b>ITB 1.1</b>	The Purchaser is: _____ _____
<b>ITB 1.1</b>	The name of the ICB is: _____ _____  The identification number of the ICB is: _____ _____  The number and identification of lots comprising this ICB is: _____ _____
<b>ITB 2.1</b>	The Borrower is: _____ _____
<b>ITB 2.1</b>	The name of the Project is: <b>Measures for the rehabilitation and renewal of the freight wagon fleet of Tajik Railways - Purchase of machines</b>
<b>ITB 5.5</b>	The Bidder _____ required to include with its Bid, documentation from the Manufacturer of the Goods, that it has been duly authorized to supply, in the Purchaser's country, the Goods indicated in its Bid.

<b>B. Bidding Document</b>	
<b>ITB 7.1</b>	For <b>clarification purposes</b> only, the Purchaser's address is: Attention: _____ Street Address: _____ Floor/Room number: _____ City: _____ ZIP Code: _____ Country: _____ Telephone: _____ Facsimile number: _____ Electronic mail address: _____
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the Bid is: _____ _____
<b>ITB 11.1 (i)</b>	The Bidder shall submit with its Bid the following additional documents: _____ _____
<b>ITB 13.1</b>	Alternative Bids _____ permitted
<b>ITB 14.5</b>	The Incoterms edition is: _____
<b>ITB 14.6 (b) (i)</b>	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: _____ _____
<b>ITB 14.6 (b) (ii)</b>	In addition to the above, the Bidder shall quote prices for Goods offered from outside the Purchaser's country using the following Incoterms: _____ _____

<b>ITB 14.7</b>	The prices quoted by the Bidder shall be: _____
<b>ITB 15.1 (a)</b>	The currency of the Bid shall be: _____
<b>ITB 20.1</b>	The bid validity period shall be _____ days.
<b>ITB 21.1</b>	<p>A Bid Security _____ required.</p> <p>If a Bid Security shall be required, the amount and currency of the Bid Security shall be _____</p>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	In addition to the original of the Bid, the number of copies is: _____
<b>ITB 22.2</b>	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: _____
<b>ITB 23.2 (c)</b>	The identification of this bidding process is: _____
<b>ITB 24.1</b>	<p>For <b>bid submission purposes</b> only, the Purchaser's address is :</p> <p>Attention: _____</p> <p>Street Address: _____</p> <p>Floor/Room number: _____</p> <p>City: _____</p> <p>ZIP Code: _____</p> <p>Country: _____</p>



ITB 24.1	<p><b>The deadline for bid submission is:</b></p> <p>Date: _____</p> <p>Time: _____</p>
ITB 27.1	<p><b>The bid opening shall take place at:</b></p> <p>Street Address: _____</p> <p>Floor/Room number: _____</p> <p>City : _____</p> <p>Country: _____</p> <p>Date: _____</p> <p>Time: _____</p>
<b>E. Evaluation, and Comparison of Bids</b>	
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: _____</p> <p>The source of exchange rate shall be: _____</p> <p>The date for the exchange rate shall be: _____</p>
ITB 35.1	<p>A margin of preference _____ apply.</p> <p>If a margin of preference applies, the application methodology shall be as stipulated in Section III, Evaluation and Qualification Criteria.</p>
<b>F. Award of Contract</b>	
ITB 41.1	<p>The percentage by which quantities may be increased is: _____</p> <p>_____</p> <p>The percentage by which quantities may be decreased is: _____</p> <p>_____</p>

# Section III. Evaluation and Qualification Criteria

## Table of Criteria

### **Evaluation Criteria**

Scope

Multiple Contracts

Technical Criteria

Economic Criteria

Margin of Preference

### **Qualification Criteria**

Financial Criteria

Experience Criteria

Supply Capacity

Litigation History

# Section IV. Bidding Forms

## Table of Forms

Bid Submission Sheet .....	4-2
Price Schedule for Goods To Be Offered From Within The Purchaser's Country .....	4-4
Price Schedule for Goods To Be Offered From Outside The Purchaser's Country .....	4-5
Price Schedule for Services To Be Offered From Outside And Within The Purchaser's Country .....	4-6
Bid Security .....	4-7
Manufacturer's Authorization .....	4-9

## Bid Submission Sheet

Date: \_\_\_\_\_  
 ICB No.: \_\_\_\_\_  
 Invitation for Bid No.: \_\_\_\_\_  
 Alternative No.: \_\_\_\_\_

To: \_\_\_\_\_  
 \_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: \_\_\_\_\_;
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Schedule of Supply, the following Goods and Related Services: \_\_\_\_\_;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: \_\_\_\_\_;
- (d) The discounts offered and the methodology for their application are: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_;
- (e) Our Bid shall be valid for a period of \_\_\_\_\_ 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 \_\_\_\_\_ 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 the following eligible countries \_\_\_\_\_;
- (h) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
- (i) 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;

- (j) 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:

<b>Name of Recipient</b>	<b>Address</b>	<b>Reason</b>	<b>Amount</b>
_____	_____	_____	_____
_____	_____	_____	_____

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

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

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 Within The Purchaser's Country

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page \_\_\_\_  
of \_\_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of Origin	Domestic Value Added in Percent	Quantity and Unit of Measurement	Unit Price EXW	Total EXW Price per item	Sales and Other Taxes Per Item	Total Price per Item including Taxes
						5 x 6		7 + 8
<b>Total Amount</b>								

**Notes:**

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

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

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

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_



## Price Schedule For Related Services To Be Offered From Outside And Within The Purchaser's Country

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page \_\_\_\_\_  
of \_\_\_\_\_

1 Item No.	2 Descriptio n	3 Countr y of Origin	4 Quantity and Unit of Measur e-ment	5		6	
				Unit Price		Total Price per Item	
				(a)	(b)	(a)	(b)
				Foreign Currency	Local Currency	Foreign Currency	Local Currency
						4 x 5(a)	4 x 5(b)
<b>Total Amount</b>							

**Notes :**

Column 5 and 6:

Currencies in accordance with ITB Clause 15

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

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_





We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including twenty-eight (28) days after the period of bid validity, and any demand in respect thereof should be received by the Guarantor no later than the above date.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid Security for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

## Manufacturer's Authorization

Date: \_\_\_\_\_

ICB No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

Alternative No.: \_\_\_\_\_

To: \_\_\_\_\_

WHEREAS \_\_\_\_\_ who are official manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ do hereby authorize \_\_\_\_\_ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us \_\_\_\_\_ and to subsequently negotiate and sign the Contract.

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

Name \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Authorization for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

# Section V. Eligible Countries

## List of Eligible Countries of the Asian Development Bank

## **PART 2 – Supply Requirements**

# Section VI. Schedule of Supply

## Contents

<b>1</b>	<b>List of Goods and Related Services .....</b>	<b>2</b>
<b>2</b>	<b>Delivery and Completion Schedule .....</b>	<b>6</b>
<b>3</b>	<b>Technical Specifications .....</b>	<b>7</b>
<b>4</b>	<b>Drawings .....</b>	<b>37</b>

## 1 List of Goods and Related Services

<b>Purchase of machines</b>				
<b>Item No.</b>	<b>Name of Goods or Related Services</b>	<b>Description</b>	<b>Unit of Measurement</b>	<b>Quantity</b>
1	WORK BENCHES	including accessories and spare parts	unit	10
2	COLUMN DRILLING MACHINE	including accessories and spare parts	unit	7
3	ELECTRO HYDRAULIC COLUMN PRESS	including accessories and spare parts	unit	3
4	PLASMA CUTTING MACHINE	including accessories and spare parts	unit	4
5	WELDING MACHINES	including accessories and spare parts	unit	7
6	FIXED BEAM PRESSING PORTAL	including accessories and spare parts	unit	1
7	BATTERY CHARGING BENCHES	including accessories and spare parts	unit	2
8	COMPRESSED AIR SUPPLY NETWORK	including accessories and spare parts	unit	3
9	ELECTRIC LIFTING JACKS	including accessories and spare parts	unit	3
10	ELECTRIC DOUBLE –BEAM OVERHEAD TRAVELING CRANE	including accessories and spare parts	unit	2
11	COLUMN JIB CRANE WITH ELECTRIC CHAIN HOIST	including accessories and spare parts	unit	2
12	FORK LIFT TRUCKS	including accessories and spare parts	unit	4
13	ELECTRONIC TINTING MACHINE	including accessories and spare parts	unit	1
14	VACUUM CLEANERS: MOBILE AIR EXTRACTOR AND TREATMENT SYSTEMS	including accessories and spare parts	unit	5
15	LOOSE PART WASHING AND BLOWING SYSTEMS	including accessories and spare parts	unit	3
16	HYDROCLEANER: HOT WATER HIGH-PRESSURE WASHERS	including accessories and spare parts	unit	9
17	AUTOMATIC TWO-SPEED ELECTRO-HYDRAULIC PRESS FOR SHEET BENDING	including accessories and spare parts	unit	1

18	GRINDING MACHINE (RIPROFILER)	including accessories and spare parts	unit	6
19	HACKSAW WITH CONTINUOUS BELT (BAND SAW)	including accessories and spare parts	unit	1
20	HELICOIDAL SPRING MACHINE TESTING	including accessories and spare parts	unit	1
21	PAINTING CABIN	including accessories and spare parts	unit	1
22	PRESSING MACHINE FOR DUMPER TESTING	including accessories and spare parts	unit	1
23	CALANDER	including accessories and spare parts	unit	1
24	BRAKE TEST TROLLEY	including accessories and spare parts	unit	5
25	EQUIPMENT FOR FAULT DIAGNOSIS AND NON DESTRUCTIVE CONTROLS ON BEARINGS AND AXLEBOXES	including accessories and spare parts	unit	2
26	STEEL CABINET WITH COMPOSABLE SHELF	including accessories and spare parts	unit	61
27	METAL SHELVES FOR PALLETS PROVIDED WIT HAND PALLET TRUCK FOR STAKING OF SPARE STOCK	including accessories and spare parts	unit	68
28	DESK WITH PC AND PRINTER	including accessories and spare parts	unit	4
29	STEEL CABINET AS TOOLS CONTAINER	including accessories and spare parts	unit	15
30	UNIVERSAL MILLING MACHINE	including accessories and spare parts	unit	1
31	METALLIC LADDERS ON WHEELS	including accessories and spare parts	unit	8
32	BOGIE WASHING TUNNEL	including accessories and spare parts	unit	1
33	PLATES SHEAR: METAL SHEETS CUTTING MACHINE	including accessories and spare parts	unit	1
34	PUNCHER MACHINE	including accessories and spare parts	unit	2
35	ELECTRICAL TRACTORS	including accessories and spare parts	unit	3
36	TRANS-PALLET TROLLEY	including accessories and spare parts	unit	4
37	PRESSURE HYDRO SANDER	including accessories and spare parts	unit	5
38	PARALLEL LATHE	including accessories and spare parts	unit	1



39	MEASURING BED FOR BOGIE FRAME	including accessories and spare parts	unit	1
40	WELDING BENCES	including accessories and spare parts	unit	1
41	PORTABLE PNEUMATIC TOOLS	including accessories and spare parts	series	3
42	VARIOUS PORTABLE TOOLS	including accessories and spare parts	series	3
43	MEASURING INSTRUMENTS	including accessories and spare parts	series	3
44	GAUGES, REFERENCE JIGS AND SPECIAL TOOLS	including accessories and spare parts	series	3
45	EQUIPMENT FOR TEST AND REPAIR OF BRAKE SYSTEM COMPONENTS	including accessories and spare parts	series	1

Note: The Tenderer shall submit a list for the supply of item 41, 42, 43, 44 and 45:

- Portable pneumatic tools for workshops needs
- Various portable tooling for workshops needs
- Measuring instruments for workshops needs
- Special tools for workshops needs
- Equipment for test and repair of brake system

The composition of the supply for each of the three workshops shall be defined according to the workshop needs.

## CIVIL WORKS

For what concerns civil works necessary for the upgrade of the workshops the Tenderer shall provide the following:

### Makhram

Civil Works mainly concern:

- preparation of foundations for the new equipment requiring works on the ground (washing machines, press for bogies, painting cabin, cranes, etc.)
- refurbishment and levelling of parts of the industrial floor in line with the lay-out re-arrangement and the position of the new equipment
- general repair of civil structures
- refurbishment of some sections of the lighting and electric power system
- installation of electrical wiring for power supply to the new equipment
- installation of water pipes for washing machines
- construction of an external shed 50mx10m

### Kurgan-Tyube

Civil Works mainly concern the completion of the industrial building and are not only to be allocated to wagon maintenance.

## **Dushanbe**

Civil Works mainly concern:

- refurbishment and levelling of parts of the industrial floor in line with the lay-out re-arrangement, the position of the new equipment and the elimination of old equipment to be eliminated or sent to other workshops
- refurbishment of some small sections of the lighting and electric power system
- installation of electrical wiring for power supply to the new equipment
- general repair of civil structures

## 2 Delivery and Completion Schedule

The delivery period shall start as of \_\_\_\_\_.

Item No.	Description of Goods or Related Services	Delivery Schedule (Duration)	Location	Required Arrival Date of Goods or Completion Date for Related Services

### 3 Technical Specifications

#### 3.1. WORK BENCHES

Supply of steel work-top with tray, dimensions: 2000x700x860.

The series of workbenches to use must include models of various sizes and features to meet various working needs. The workbenches must all have sheet metal work tops, just as the surfaces under it.

The structures must be in robust tubular steel. Any drawers envisaged under the working surface must be fitted with locks and drawers must run on guides with bearings. The benches must be painted with epoxy powder. The workbenches must also be collapsible.

In certain working areas the benches must be fitted with panels for tools. Certain benches must also be fitted with vices for holding the parts being worked on.

#### 3.2. COLUMN DRILLING MACHINE

Drills of the series envisaged must have hydropneumatic or mechanical mandrel sleeve descent with rapid return from set depth.

The main features of the series must be as follows.

Mandrel sleeve:	diameter 62 mm.
Sleeve travel:	135 mm.
Column diameter:	123 mm.
Weight:	360 –400 kg.
Bench size:	350 x 350 mm.
Bore capacity:	28mm –32mm – 40mm .
Bit cooling system.	
Threading capacity.	
Guards (CE).	
Voltage:	220 \400 Volts \50 Hz.
Special foundations:	no.

### ***3.3.ELECTRO HYDRAULIC COLUMN PRESS***

The press must be powered by a three-phase 400V – 50 Hz motor with high-pressure power unit and pressure gauge, with regulator valves and a three-position distributor control. The machine must be complete with oil. The machine must also have a specific rod for lifting the working surface.

Piston rods must be in special steel and chrome-plated.

The machine must be equipped with two-handed controls as well as rear and side guards.

Main features.

CE markings.

Thrust capacity: 40- 50 – 70 – 100- 150 tons.

Special foundations: No.

Voltage 400Volts \50Hz.

Automatic two-speed electro-hydraulic press

The press will be powered by a high-speed three-phase 400V – 50 Hz motor with high-pressure power unit and pressure gauge, regulator valves and three-position distributor control. The machine must be complete with oil. The machine must be equipped with lateral shift piston complete with a specific rod for lifting the working surface.

The rods must be in special steel and chrome-plated.

The machine must be equipped with two-handed control as well as rear and side guards.

Main features:

CE markings.

Thrust capacity: 50 – 100- 150 tons.

Special foundations: No.

Voltage 400Volts \ 50 Hz.

Automatic two-speed electro-hydraulic press for sheet bending

Semiautomatic two-speed hydraulic bending presses must be supplied with all the tools necessary for normal bending operations (blade and 5-form die) for sheet metal up to 5 mm thick. The power unit must be high-speed and complete with three-phase 400 Volt motor.

The machine must be equipped with two-handed control as well as rear and side guards.

Main features.

CE markings.

Thrust capacity: 100 - 150 tons.

Special foundations: No.

Voltage 400Volts \ 50 Hz.

### ***3.4. PLASMA CUTTING MACHINE***

The plasma cutting machine must be capable of cutting all metals including aluminium and stainless steel. The series must be capable of cutting thickness of up to 40 mm.

The machine must have the following features:

constant cutting current regulation;

parameter stability with variation in supply voltage of +/- 10%;

built-in filter group and regulator for better protection and automatic expulsion of residues;

possibility of contact cutting with current under 50 amps, without using skids or other types of spacer;

cutting fume reduction;

display for setting and reading cutting current;

automatic cut-out of fan motor after 9 minutes of generator idle, to reduce intake of dust into the system; recognition of torch model used.

### ***3.5. WELDING MACHINES***

#### **PORTABLE CONTINUOUS ROD SYSTEM WITH SEPARATE DRAFT GEAR FOR MIG MAG WELDING**

It provides excellent welding performances on small thickness by granting a very stable arc in any welding position.

Overall dimensions: 1.000 x 415 x 710 mm

Weight : 91 kg

Installed power: 10 KVA

Input 3ph: 230V/400 V – 50-60 Hz

#### **WIRE WELDERS**

These welders must be three-phase powered semiautomatic type with separate drive.

The welders must have the following features:

line switch;

commutator for welding voltage fine adjustment;

memorising of last welding parameters;

electronic adjustment of wire speed;

aluminium wire drive;

clutch system for winding welding wire.

voltage 380 volts 50 Hz.

### ***3.6. FIXED BEAM PRESSING PORTAL***

The fixed beam pressing portal must be provided for making-up and breaking-up railway carriages.

The fixed sleeper portal must consist of:

- Main structure.

Consisting of two independent riser columns, connected to the base and to a fixed beam with rails. The columns must be anchored with log bolts to a specific masonry foundation. The columns and fixed beam must be realised in heavy gauge profiled steel sheet and welded.

- Hydraulic press cylinders.

These must be mounted on horizontally shifting trucks, on the rails applied to the beam, and manually operated via handwheels.

- Hydraulic carriage axle locking sleds.

The machine must be equipped with 4 axle-locking sleds, symmetrically disposed in relation to the track axis. They must be used to ensure carriage locking during the operating phase. The sleds must run on tempered guides, and the movement of each sled controlled by a handwheel operated by the operator. The position level must be able to be read from a metric scale on the guide. Each sled must have a plate with two profiled wheels that come into contact with the axle wheel in the rolling zone.

- Hydraulic system for powering the various actuators;

The hydraulic system must consist of a hydraulic power unit, situated to the side of the machine, complete with tank, motor, pump and solenoid valve connected, via suitable piping, to the various hydraulic actuators.

Electrical and electronic equipment for system command and control.

The electrical and electronic equipment will include a lectern type control panel with all machine controls positioned to the side of the machine itself.

The lectern must have buttons for controlling the various machine functions:

- control enable button;

- control reset;
- press cylinder up/down;
- axle locking cylinder up/down;
- emergency stop (red mushroom button).
- All equipment must be wired according to current standards.

The machine will be set on the same masonry foundations as the structural columns and fixed beams bearing the axle locking sleds.

The columns must be laid and fastened to 2 suitably sized reinforced concrete plinths.

Additional plant equipment.

The specifications of the fixed beam portal are as follows:

- max. portal height 4200mm;
- internal clearance between portal columns 4500mm;
- max. thrust exerted by press cylinders 30 ton;
- press cylinder decent speed under load 0.5 m/min;
- voltage 380V\50Hz;
- control panel voltage 24 V;
- hydraulic power unit power 15 Kw.

The construction must comply with European standards.

### ***3.7. BATTERY CHARGING BENCHES***

Battery charger benches are used for recharging Nickel-Cadmium and Lead batteries. Each bench must be entirely realised in welded stainless steel type AISI 304/316. It must have two work tops, the upper on where battery charging takes place and a lower one for temporary storage of charged batteries ready for use. These surfaces must be inclined toward the rear or sides to allow any excess electrolyte generated during charging to drain away for subsequent collection.

The drains must convey excess electrolyte to a storage tank where its pH is subsequently neutralised. Each charging station must be surmounted by an extractor hood in stainless steel type AISI 304/316 that can be fully raised to give easy access even to the last battery under maintenance. All the hoods must be connected to a duct situated to the rear of each bench, which is in turn connected to an extractor system for eliminating the gas generated by recharging operations.

The electronic power supply and control units of each charging station must be housed in panels realised in the same type of steel as used for the bench.

The unit must be frontally extractable on guides and must be lockable. All internal connections must be made with low-smoke flame-retardant wiring.



Electrical connections to battery terminals must be made with quick connector type clamps for current up to 150 Amps.

Each room in which charging takes place must be equipped with:

- air extractor and ventilation system suitably sized for the maximum number of batteries under charge;
- fume extractor system for batteries under charge, channelled through grills fitted to each bench into a specific duct

To prevent the formation of a dangerous concentration of hydrogen inside battery charging rooms, all charging areas must be fitted with a hydrogen fume detection system.

### **3.8. COMPRESSED AIR SUPPLY NETWORK**

The compressed air distribution plant will be used to power pneumatic maintenance tools and compressed air powered process machinery.

Compressed air sockets will be positioned in the workshops and plant rooms and along certain inter-track platforms requiring a compressed air supply.

A branch from the main distribution ring has to be realised for machines using compressed air.

The plant will consist of the following main elements:

Central compressor group;

Distribution network and sockets for connection to machines and tools.

Central compressor group.

Two volumetric vane compressors will be installed in the central compressor group, with the following features:

- Effective free air delivery (ISO 1217:1996 annex "C") m<sup>3</sup>/min. 16
- Speed rpm 1470
- Working pressure bar 7
- Max. pressure bar 8
- Oil cooling air cooled
- Max oil content in air ppm ≤ 3

Asynchronous – three-phase – 4-pole motor –short circuit winding – class F insulation

- Speed rpm 1470
- Protection rating IP 55
- Power kW (CV) 90 (125)
- Voltage Volt 380-400-415
- Frequency Hz 50

The electric compressors must operate in the following conditions:

- |                               |    |      |
|-------------------------------|----|------|
| ▪ Maximum ambient temperature | °C | + 50 |
| ▪ Minimum ambient temperature | °C | 0    |
| ▪ Relative humidity           | %  | ≤ 90 |

The compressor elements are coupled directly to the electric motor by a flexible coupling that ensures perfect alignment, no energy absorption and silent operation, and is maintenance free.

The compressors must be fitted with an automatic and continuous flow rate regulation system according to delivery pressure. When pressure rises due to reduced demand and pressure reaches the "modulation band", an intake shutter automatically adjusts such that only the necessary quantity of air is delivered.

The compressor must be equipped with a star/triangle type starting device

The compressor must also be equipped with a programmer for daily and weekly operation and for setting the main operating parameters, as well as for indicating problems and maintenance works.

The following elements must be provided and installed in the central compressor group:

- 1 vertical compressed air tank with 3000 lt \10.8 bar capacity, complete with all safety systems.
- 1 automatic cooling cycle drying system

with the following features:

Flow rate (with intake temperature 35°C)	1100 m3/h.
Maximum air intake temperature	50 °C
Rated working pressure	7 Kg/cm2
Maximum admissible pressure	16 Kg/ cm2
Dew point reachable with ambient temperature 25°C:	
Referred to atm. pressure	- 22°C
Referred to working pressure	+ 3°C
Plant output air temperature	21°C
Coolant gas	FREON R 407 C ECOLOGICAL
Power absorbed	2.00 kW
Primary voltage	400/3/50 V/Hz
Weight	150 Kg.

Fully automatic and continual operation.

This machine requires a connection to the drainage network for condensation.

- 1 compressed air filter

with the following features:

Filtering grade	Z
Rated flow-rate	1450 m <sup>3</sup> /h

With differential pressure gauge and float type automatic condensation discharge system.

- 1 compressed air filter

with the following features:

Filtering grade	
Maximum working pressure	16 bar
Rated flow-rate	1450 m <sup>3</sup> /h

With differential pressure gauge and float type automatic condensation discharge system.

- 2 electronic control automatic condensation dischargers

With the following features:

Condensation flow-rate	300 lt./h
Working temperature	2 – 60°C
Voltage	220 – 110 - 24 V (selectable)
Protection rating	IP 65

Discharge system with double adjustable timer (aperture 0.5 – 10 sec./ interval 0.5 – 45 minutes).

The compressed air group room must be adequately ventilated with windows and door grills, and in any case the compressors must be fitted with exhaust systems to expel the hot air produced by compression to the outside.

## 2) Distribution network and user sockets.

The distribution network will be realised with pipes both externally mounted and buried. The externally mounted pipes will be realised with seamless galvanised steel, whereas buried pipes will be in steel with bituminous coating. The following parameters were considered in the design of the compressed air distribution network:

- Pressure drop between the compressor group and the compressed air delivery point must not be greater than 0.3 \*10<sup>5</sup> Pa, for air speed no greater than 10m/s, in order to limit noise;
- Air loss lower than 5% of total capacity.

The main components of the network will have the following features:

- Cut-off valves installed such as to permit subdivision of the network into sectors;
- Ball valves installed at the delivery points and for bleeding;
- Condensation separators installed at the lowest points of the network with automatic discharge;
- Each delivery point on the network under pressure will be fitted with a condensation discharge filter and line oiler with ½" quick coupler.

External piping will be in seamless steel and fastened to the structure at intervals no greater than 50 cm. Pipes will be fastened by screw collars with plastic linings. Pipes will be painted blue to indicate fluid circulation.

Air supply must be available in all plant rooms to allow machine suppliers to connect to the compressed air network if necessary.

### 3.9. *ELECTRIC LIFTING JACKS*

The electric lifting jaks are composed of 4 elements (jaks) each one with a capacity of 20 tons.

#### 1 COMPLETE SET comprising 4 travelling lifting jaks on tracks:

Standard capacity of each jack .....	ton	20
Nominal capacity of complete set ( 4 jaks) .....	ton	80
Maximum lift height of jib from jack support base	m	3.2
Minimum lift height of jib from jack support base .....	m	0.6
Jib vertical travel .....	m	2.6
Jib horizontal travel .....	m	0.55
Maximum overall height .....	m	4.4
Hoisting speed per minute .....	m	0.25
Gantry traverse speed per minute without load.....	m	1.4

#### FRAMEWORK

Each jack will be constructed from sheet steel and structural iron (Fe 430B)

All welding will be carried out by fully-qualified personnel

More specifically, the following welding procedures will be adopted:

- 1a) automatic submerged-arc
- 1b) semiautomatic gas
- 1c) manual with type-approved basic-lined electrode

All welding will undergo comprehensive non-destructive testing using liquid penetrant.

#### JIB HOIST

This will be constructed from sheet steel and plates that have been electrically welded and suitably shaped. 4 steel wheels will be fitted with single flange made from C 45 hardened and tempered steel;

These wheels will run inside the gantry uprights.

The jib hoist will be actuated by a steel screw with trapezoidal thread that in turn moves a bronze lead screw (known as the main nut) integral with the jib hoist itself. A second lead screw will also be fitted (safety nut)

Upon reaching a preset wear threshold, a microswitch system will automatically indicate the need to replace the main nut.

Horizontal movement of the jib (adjustable arm) will be carried out using two manually-operated handwheels.

#### HOIST ACTUATOR

This comprises a flanged, self-braking, electric motor that actuates a steel gearmotor with trapezoidal thread described above.

#### LUBRICATION OF HOISTING SCREW

The hoisting screw and main nut/safety nut assembly will be lubricated by means of Dropsa automatic grease system.

This comprises pump with capacity of 2.5 cc/minute, fitted with a 2 kg tank and with 2 grease delivery points.

#### GANTRY SUPPORT BASE – UNLOADED GANTRY HOISTING DEVICE - MANOEUVRING THE GANTRY -

In loading position, the gantry shall rest on the whole of its base.

The gantry shall be raised from the ground by four hydraulic jacks connected to a manual hydraulic pump.

The traverse wheels are made from C 45 steel and will be fitted to supports with bearings.

A pair of wheels will be actuated by a self-braking gearmotor by means of a drive shaft splined directly to the axle of the wheels themselves.

## HOISTING SYSTEM ELECTRICS AND ELECTRONICS: SYSTEM SAFETY DEVICES

Control and management of operations and faults is performed by a PLC capable of handling the number of gantries controlled.

The PLC controls all functions constantly and with priority over commands given to the operator

This ensures that manoeuvres are carried out in complete safety.

System management via PLC allows constant monitoring of the set of gantries, whilst the operator is only able to manoeuvre each individual gantry when carrying out maintenance.

It will be possible to manoeuvre the gantries in groups of 2 or 4, as well as individually, depending on the total number of rolling stock to be lifted.

The following controls or commands are also managed:

- gantry resting on ground indicator
- size of hoisted load indicator
- safety cutouts in the case of electrical cable failure, no phase, electrical or mechanical fault, motor overload, with sounding of a buzzer
- continuous check on wear of hoisting lead screws.
- control over the maximum height difference between the jibs: during synchronised hoisting the PLC will ensure that the height of the gantry jibs always remains within the preset limits (programmed at 12 mm)

The height difference will be kept within the preset limits by using encoders installed in the hoisting system of each gantry.

Manoeuvres will be carried out from the switchboard of a control desk where all push buttons are situated (dead-man type).

In addition to the desk switchboard, each gantry will be fitted with a local control panel.

It will only be possible to raise and lower each individual gantry after such movements have been enabled by the main switchboard.

If tripped, the cutout switch on each individual gantry will bring all hoists to an immediate halt.

In addition, an emergency stop system employing sensors will halt downward travel should the movement of the jib hoist be obstructed by the presence of a foreign body underneath the jib itself.

Furthermore, sheet-metal protective devices will be installed close to

the gantry traverse wheels in order to prevent the operators' feet from being crushed.

LIMIT SWITCHES

The gantries will be fitted with special upper and lower limit switches for detecting the limit of travel of the jibs.

3.10. **ELECTRIC DOUBLE –BEAM OVERHEAD TRAVELING CRANE**

The overhead traveling crane has the trolley featuring the following main characteristics:

Standard capacity: ..... Ton 20

Floor control by means of pendant panel with push-button and warning light on a flexible cable running along the bridge and independent from the trolley.

Feeding of the current to the trolley by means of a scallop wrapped flexible cables running on rail carts.

single hook with safety device

Electro-hydraulic servo – brake in the winch

Electrical limit switches for all motions

Overall sizes and dimensions as noted on the enclosed diagram

Execution in conformity with dpr 547/55;dpr 459/96 (machinery directive 89/392); standards Cei e Uni

Technical description

Bridge: it will be constructed of two robust caisson beams of rectangular section composed of electrowelded sheet steel and plate. These beams will be bolted to the two heads which are also constructed in steel sections and sheets. A horizontal service catwalk having a chequered steel floor shall be braced to one beam of the bridge. Onto the heads in both directions of the travelling distance, there will be mounted four buffer bumpers.

Bridge translation mechanism

The bridge will slide by means of four wheels cast in steel turned with double edges, mounted on steel pins rotating on ball bearing, on supports fixed to the heads. Two wheels, one for each head, will be the drivers and will be operated by two motor reduction units. Each motor-reduction unit will be composed of a special electric motor of the self-braking progressive starting, flanged type which drives directly a steel spur gear reduction unit.

The brake will be incorporated within the motor and will be of electromagnetic disc type, to assure the constant stopping of bridge in any desired position and in event of electrical current failure.

## Trolley

The trolley consists of a stout profiled iron bars electric-welded plate frameworks and will be properly dimensioned to contain the trolley hoisting and translation mechanism.

The trolley will travel on the square sectioned iron rail welded on the main crane beams, by means of four turned and double flanged steel wheels mounted on steel pins and rotating ball bearings mounted on the trolley heads.

The two drive wheels will be controlled by a central reduction unit, which will be splined to the wheels by means of joint.

Such reduction unit will be directly controlled by a flanged and self braking motor with double polarity. The brake, built in the engine, will be of the electromagnetic disc type and will assure the constant halting of the trolley in any desired position and in case of power failure. The trolley will be supplied with buffer bumpers on two sides of the travel distance and with limit switches for the automatic halting at the extreme ends of the crane beams. The trolley shall have a chequered steel plate floor with foot skirting board.

## Two speed elevation mechanism with differential

It will consist in a special reduction unit onto which will operate two electric motors.

The cable winding drum will be driven directly by the reduction unit since it is integral with its slow shaft.

The winding drum will be formed of steel with machined grooves and lateral side edges for retaining the cable and it rotates by its shaft on sealed ball bearings.

The elevation of the load will be performed with four strands of polished, highly flexible, oversized cable, with steel double sheaves block which carries the raising hook of forged steel having a double funnel necks and rotating on ball bearings.

The sheaves of the block shall be suitable protected and the hook will be provided with the prescribed safety device.

The reduction unit will be driven of two motors: the primary, for the standard velocity, will be coupled by means or a semi-elastic coupling where will operate a robust shoe-brake controlled by an electro-hydraulic brake booster which will assure the constant stopping of the load in any desired position and in case of electric current failure.

The auxiliary motor for the reduced speed will be of self braking, progressive starting. The brake will be incorporated within the motor and will be of the electromagnetic disc type, such to assure the constant stopping of the bridge in any desired position and in case of electric current failure.

A variable screw limit switch will assure the constant halting of the hook at its extreme raise and descent position.

## Motors and electrical apparatus

The motors will be enclosed, externally ventilated, asynchronous, thusly, with starting torques 2.5 times the standard for 40%intermittent service, protection degree ip 44, all with across-line rotors. The motors will be controlled by an automatic electric apparatus composed of remote control switches with reverse motion in both directions, complete with relays of safety fuses, bell ringing



warning and low voltage transformer for auxiliary circuits. The apparatus will be provided with a timer for the automatic switch of low speed to high speed of bridge and trolley. This apparatus will be enclosed in metal case with inspection door having a mechanical lock between the door itself and the separator. The case will be mounted on a bridge beam near a head.

All crane motions are controlled by limit switches for the automatic stop at the travel ends.

The feeding of the current and the driving of the trolley motors will be accomplished by flexible cables gathered in scallops sliding on small rails by means of small carts.

### **3.11. COLUMN JIB CRANE WITH ELECTRIC CHAIN HOIST**

Standard capacity: up to 1000 kg

Elevation of the hook: up to 4 mt

Rotation angle 180°

Feeding current a.c. Three-phase voltage 380/50Hz

Current for auxiliary circuits transformed to volt.

These cranes considerably cut down on the times of any work environment. They are supplied with:

Run-channel jib, cantilever jib or rod beam jib mounted on ball bearings;

Adjustable band brake; buggy set up on ball bearings;

Electrical system to feed the hoist with triple-pole main switch.

Enamel and rust-proofing painting;

Assembly, use and maintenance instruction manual

The column jib cranes will be fixed to the columns of the warehouses by means of tie rods as shown in the attached drawing.

The arm of the crane will be 2.70 mt long and will be made of steel profiles IPE type.

The electric hoist will be chain type with push button panel.

### **3.12. FORK LIFT TRUCKS**

Electric fork lift trucks with batteries and electronic inverter speed control.

The major features of the fork lift series must be as follows:

load capacity 5000 kg;

electric motors;

seated driver;

superelastic wheels;  
max. speed 15 Kph;  
power braking and steering;  
stability as per CE standards;  
220 volt battery charger;  
maximum gradient with load 15%;  
rain protection;  
tow hook;  
maximum lifting height 3.5 metres;

### 3.13. *ELECTRONIC TINTING MACHINE*

planned for 12 colorants, for can size diameter max 310 mm and height max 330 mm  
possibility of modular enlargement to 16 colourants  
automatic positioning stool and check photocell  
automatic humidification plug of dispensing nozzles  
frontal emergency stop button to interrupt immediately any activity  
simultaneous dispensing up to six colourants  
accuracy : +/- 1,5 %  
dispensing unit : min 1/384 Fl. Oz.  
volumetric dispensing system  
can size : min 0,125 lt to max 25 lt  
independent speed control of each pump  
pump throughput : from 0,2 lt / min to max 0,7 lt / min  
inlet net filter  
Pentium processor  
PC with 14" colour monitor SVGA  
alphanumeric keyboard and trackball  
application in WINDOWS 95 / 98 in the required language  
easy and intuitive user interface  
graphic guided search  
formulations search by code, name or customisation  
realisation intermediate colours through easy modification  
dimensions of the machine : 2970 X 650 X 1825 mm  
weight : 600 Kg

colour : RAL 1018 and ARSON H500X4M  
machine with wheels allowing easy positioning  
voltage : 230 V, 50 Hz  
power : max 1,7 kW

### **3.14. VACUUM CLEANERS :MOBILE AIR EXTRACTOR AND TREATMENT SYSTEMS**

The systems must be used for local extraction, filtering welding fumes, gas and vapours. The trolley-mounted group must be constructed in painted sheet metal with filter inspection panels. The polluted air is drawn up by a hood on the extractor system arm, which is fully adjustable and self-supporting. The materials contained in the system must be able to ensure 95% filtering efficiency and total abatement of odours.

The filter packs must comprise four types of filter:

- Fire-filter ;
- Pre filter (self-extinguishing and large particles);
- Smoke filter (glass microfibre paper);
- Carbon filter (odour absorption).

Filter system voltage must be 220V - 50 Hz. The trolley must comply with European standards (CE) regarding working safety and trolley stability with the extractor arm extended.

### **3.15. LOOSE PART WASHING AND BLOWING SYSTEMS**

The systems for washing parts removed from coaches must be of various kinds according to both the size and the technical features of the parts themselves.

Specifically, the machines must be as described below.

#### **a) Brush washing machines**

Used to manually brush clean and blow small parts. The cabin must have a suction system, a transparent safety shield, compressed air gun and a tank for collecting refluents.

#### **b) Automatic non-solvent washing machines**

Used for washing parts of various sizes. The part/s must be placed in containers that run through the cabin on runners. In the cabin, powerful needle jets of water pass through the holes in the container and clean the parts. After automatic washing the parts must be dried by jets of compressed air. The washing machines must have the following features:

- stainless steel cabin;
- suction pump and filters;

- sludge collection tank;
- detergent tank and doser;
- manual/automatic hatch;
- washing cycle selector;
- baskets of various kinds;
- compliance with European standards (CE);
- voltage 400Volts\50Hz.

All the washing machines must have de-oilers to remove oil from wastewater.

#### C) Manual blowing cabins.

The cabins are used for dry-blowing components like filters, finned batteries and electrical parts. The cabin must be open with extractors in the walls and compressed air lance for blowing. The lance must be held by the operator.

Before re-entering the environment, the extracted air must be properly filtered.

### 3.16. ***HYDROCLEANER: HOT WATER HIGH-PRESSURE WASHERS***

High-pressure washers are used for cleaning individual components in the open-air or for finishing works after washing by fixed plant.

The high-pressure washers must be trolley-mounted with transport handle. The main technical features of the washers must be as follows:

- voltage 220Volts – 400 Volts -50Hz;
- pump with con-rod/crank system;
- max. pressure 110 Bar at 660lt\hour;
- brass head ceramic plungers;
- high-efficiency vertical dry boiler;
- thermostat for temperature setting;
- thermostat for delivery water temperature control;
- 24 volts controls;
- flame control.

### 3.17. ***AUTOMATIC TWO-SPEED ELECTRO-HYDRAULIC PRESS FOR SHEET BENDING***

Semiautomatic two-speed hydraulic bending presses must be supplied with all the tools necessary for normal bending operations (blade and 5-form die) for sheet metal up to 5 mm thick. The power unit must be high-speed and complete with three-phase 400 Volt motor.

The machine must be equipped with two-handed control as well as rear and side guards.

**Main features.**

- CE markings.
- Thrust capacity: 100 - 150 tons.
- Special foundations: No.
- Voltage 400Volts \ 50 Hz.

**3.18. GRINDING MACHINE (RIPROFILER)**

The machine is used for grinding steel components or for removing excess material.

The machine must have two rotating elements and be mounted on a cast iron column solidly anchored to the floor.

The voltage of the motors must be 220Volts \ 50Hz.

**3.19. HACKSAW WITH CONTINUOUS BELT (BAND SAW)**

The machine is used for cutting metal bars and profiles. The machine must be able to cut at 90° and a 45°. Motor voltage 400Volts \ 50Hz.

Overall dimensions: 1.200 x 800 x 1.700 mm

Weight 300kg

Cutting speed standard: 40- 70 m /minute

Working surface height : 970 mm

**3.20. HELICOIDAL SPRING MACHINE TESTING**

Machine for testing of helicoidal spring of the first and second level suspension of trains.

The structure is constructed with special steel section bars, comply with CE normative, maximum load up to 500 kN, load cells, survey of parameters by means of electronic transducer.

- Maximum heightness of springs: 1000 mm
- Maximum stroke: 900 mm

Managment of procedures and archive of test parameters on PC, equipped with printer.

Displayed parameters:

- Load
- Chasse

- Free highness
- Underload highness

### 3.21. ***PAINING CABIN***

Cabin of dry type, "Open Dry Filter" type, used for painting operations on small pieces, like frames, doors, parcel grids, etc...

The external walls of the cabin must be built with panels of galvanized sheet iron, 15/10 mm, insulated with fiberglass panels.

The aspirant wall, on the rear side, must be long as the entire wall and equipped with a filter.

The lighting system must be a high performance system.

The exhausting unit must have the following specifications:

- air flow rate: 19000 cu m/h
- power: 4kW, 380V
- n. 6 pocket-type filter
- electric power supply.

Feeding of pieces must be carried out by a carrousel conveyor equipped with slide guide with support structure, chain with support hookes and an electric ratio-motor.

### 3.22. ***PRESSING MACHINE FOR DUMPER TESTING***

Pressing machine for dumper testing - with oleodynamic command of pistons, mazimum load up to +/- 2500 daN.

Parameters displayed on 12" monitor:

preimposed linear velocity, stroke, maximum negative load, mazimum positive load, linear velocity, temperature, hysteresys cycles, velocity sweep, temperature-time.

Characteristics: Crosshead stroke (mm) 1500, special steel section bar, crosshead displacement adjustable manually. Power: 22 HP, Test procedure control: electronic by microcomputer. Load survey: load cell, stroke survey: electronic displacement transducer. Equipped with printer to archive storical datas.

### 3.23. ***CALANDER***

Technical features: working lenght:2050 mm  
Max calandering thickness : 6 mm

Cylinders:

- Upper:200 mm
- Lower:200 mm

Motors: N°1 =5.5 KW;N°2=2KW

Weight about 4600 kg

The system should be compliant with CE normative

Electrical feeding: 230V/400 V-50Hz- three phase

### 3.24. ***BRAKE TEST TROLLEY***

The pneumatic and brake test is the best and simpler testing solution for pneumatic and brake system of trains on board . The brake test can take place without the locomotive.

The system includes a printer that at the end of the automatic test by operators request ejects the full test report.

Main features:

- Very simple way of testing
- More safety: the system automatically checks every parameter
- The system can be mountes both in internal and external areas
- The cabin is very small and can be mounted also between traks

The supply includes:

- N.1 fuse kit
- N.2 relay
- N.2 Limit switches
- N.1 kit indicator light

Dimensions:420mmx1010mmx1800mm

Supply 230Vac 50 Hz

Air Pressure Supply 7.5-8.35 bar

Total weight 250kg

The cabin contains the following devices:

- Front panel
- PLC and electric device sector
- Pneumatic circuit
- Radio Remote control
- Impact Printer
- Air circuit connection for brake pneumatic circuit

- Air circuit connection for services pneumatic circuit.

*Electric and electronic equipments*

On the front panel test:

- General circuit breaker with key
- Switch selector for brake testing enable
- Circuit braker for anti condensate device
- Pressure gauge for air out circuit pressure measurement; pressure gauge for air supply circuit.
- Selector for test type switching
- Set time selector
- Impact printer

**3.25. *EQUIPMENT FOR FAULT DIAGNOSIS AND NON DESTRUCTIVE CONTROLS ON BEARINGS AND AXLEBOXES***

The following major equipment must be available at the facility for carrying out non-destructive tests on important components, in particular on twin axle running gear:

- portable equipment for ultrasonic checks on axles and wheels;
- bench for testing with penetrating fluids;
- instrument calibration bench.
- equipment for X-ray inspection of welds.
- 

**3.26. *STEEL CABINET WITH COMPOSABLE SHELF***

Compartment locker made of the best quality sheet, epoxy powered painting made of composable shelving and drawers.

Overall dimensions: 1.200x400x1.750mm

**3.27. *METAL SHELVES FOR PALLET SPROVIDED WITH HAND PALLET TRUCK FOR STAKING OF SPARE STOCK***

Metal shelving pallets holder with three shelves

Overall dimensions: 2.000 x 1.000x 4.000mm

Number of pallets-holder: 3



Frames capacity:13.200 kg

Shelves capacity:2.800 kg ( uniformly distributed).

The hydraulic forklift ( hand pallet truck) manually operating, can lift till 200kg to an height of 1.580 mm. Using the hydraulic lever that is connected to the hydraulic pump the load is lifted with no effort. The load is lowered by using of a throttle valve positioned on the hydraulic cylinder base.

The back wheels are in nylon.

### **3.28. *DESK WITH PC AND PRINTER***

Supply of working place for office work made of a standard desk with up to grade PC and printer for working use.

### **3.29. *STEEL CABINET AS TOOLS CONTAINER***

Machines and tools cabinet with sliding doors made of the best quality sheet, epoxy powered painting. The doors are provided with locks.

Overall dimensions:1.434 x 810 x 1.000mm

Number of doors:2

Number of drawers : 6

Drawers capacity: 1.000kg.

Drawers size: various.

### **3.30. *UNIVERSAL MILLING MACHINE***

Very strong machine made of stabilized cast iron.

The machine is used for facing and for cutting grooves and guides. The machine must be equipped with systems for continually adjusting advancement between 10 and 2000 mm per minute.

The main technical features of the machine must be as follows:

- automatic lubrication;
- coolant collection tank with pump;
- min. bench size 1300x300mm;
- bench longitudinal travel 1000 mm;
- lateral travel 400 mm;

- vertical travel 450 mm;
- mandrel motor power 8 kW;
- voltage 400 volts – 50 Hz;
- protection and mechanisms as per European standards (CE).

### **3.31. METALLIC LADDERS ON WHEELS**

Extensible metallic ladders movable on wheels. Ladder with handrail, in stainless steel and aluminium, with anti kidding step, foot space and objects holder, with breaking device. Total height 2.500 mm.

Number of steps: 6.

### **3.32. BOGIE WASHING TUNNEL**

The bogie washing tunnel must be able to be used for washing (with or without detergents) bogies, axles and loose components .

This plant must be installed within the bogie workshops in a specifically prepared area.

After removal and prior to maintenance works, the bogies or axles must be washed to remove all residues of grease, grime and dust.

The removal of these substances must be effectuated using jets of hot pressurised water (70° - 75°). After washing, the bogies must be dried with jets of air. All washing operations must be undertaken inside a cabin able to prevent the escape of fumes or other pollutant residues. The washing cycle must have automatic or manual command and control with the possibility of repeating or excluding any of the individual phases.

The washing tunnel must comprise the following elements

- prefabricated cabin;
- traction system;
- washing and drying system;
- command and control system.

The prefabricated cabin must have a galvanised steel structure with internal panels in pre-painted galvanised steel panels.

Internal grids must be in hot galvanised non-slip steel and must have a minimum load-bearing capacity of 500 Kg/m<sup>2</sup>.

The water accumulation tanks must be equipped with an automatic level control and restore system, as well as systems for removing sludge.

The gates at the two ends of the cabin must be motorised and must open only after all fumes have been expelled from the cabin.

The bogie traction system must permit movement of the bogies within the tunnel, and have an automatic and manual control system. The traction system must operate without creating any hazard to its operators. The electric motors (power >8kW) must be equipped with star/delta starting. The power of the traction system must be such as to move railway bogies with max. weight 10 tons at a maximum speed of 3m/min.

The hot water required for washing must be supplied by an independent hot water generating plant.

The bogies must be washed and cleaned by washing heads rotating by reaction, fitted with nozzles mounted on motorised ramps (minimum two). The rotating heads must have adjustable jet nozzles and function by reaction.

The hot pressurised water flow-rate (at least 90 bar) must be assured by a pump with plunger type ceramic pistons and fitted with all necessary protection and safety systems.

The washing system must allow the jets of water to reach all parts of the bogies, therefore the ramps on which the rotating heads are mounted must be able to move longitudinally at adjustable speed. On completion of washing operations, the bogies must be dried by jets of air drawn from the outside. The pressurised air must be supplied by a helical fan installed in a soundproofed cabin.

To prevent the escape of fumes into the environments, the tunnel must be kept under a slight vacuum by a fan with flow-rate greater than the one supplying the drying air.

The expelled air must be filtered and subsequently emitted into the atmosphere in the condition envisaged by anti-pollution standards.

Normally, the plant must operate automatically, with the operator supervising and intervening only in the event of a system failure.

The control panel, situated to the side of the cabin, must have a synoptic panel to give the operator a visually control of the entire cycle.

### 3.33. ***PLATES SHEAR: METAL SHEETS CUTTING MACHINE***

The plates shear is constructed in hi-resistance hot rolled steel. The ram slides on lubricated gibs which can be adjusted from outside. The movement of the ram is obtained by means of hydraulic cylinders controlled by an electrically activated station with possibility of quick adjustment of rake angle and cutting length.

Technical data:

Approx weight of the machine: 7.200 kg.

Cutting length: 2.50 mm

Max thickness (sheets having  $R=42\text{kg/mm}^2$ ): 8mm

Depth of throat (gap): 500 mm

Stroke per minute: 20-50

Rake angle:  $0^{\circ}30'$ - $3^{\circ}$

Max length: 2.600mm

Max width: 1.950mm

Max height: 2.200mm

### 3.34. ***PUNCHER MACHINE***

Solid monolithic frame made of steel. Punching unit operated by its own double effect hydraulic cylinder. Shearing, iron cutter and notcher on an individual blade holder with straight line motion operated by its own double effect hydraulic cylinder. Quick retooling using the rapid punch change.

Technical data

Dimensions: 1.550x 2.190 x 700 mm

Motor power: 7.5 kW

Max punching force: 900 kN

Max sections punching capacity 2.200 mm<sup>2</sup>

Punch stroke: 0-35 mm

### 3.35. *ELECTRICAL TRACTORS*

The tractor is equipped with pneumatic wheels and guarantees easy and silent movement. The power supply is given by rechargeable batteries, battery charger included.

Technical data:

Overall dimensions: 1.850 x 1.240 x 2.680 mm

Drafting power : 6.250 kg

Maximum slope 12%

Maximum axial load 440kg/axle

Travel speed: 7-15 km/h

Motor power: 3 Kw

Battery Charger: 40/60 A

Electric feeding rechargeable batteries.

### 3.36. *TRANS-PALLET TROLLEY*

Overall dimensions: 1.550x 1.165 x 200 mm

Total width of the fork: 1.150mm

Length of the fork: 520 mm

Capacity: 2000kg

Number of rolls: 4

### 3.37. *PRESSURE HYDRO SANDER*

Wheeled movable trolley carrying a sand tank for high pressure sandblasting operation. Blasting lance is fitted with a nozzle 10mm diameter, with connecting hose, length 10 m.

### 3.38. *PARALLEL LATHE*

DESCRIPTION:

Bed: The bed, in stabilised cast iron and suitably ribbed, provides maximum sturdiness and rigidity for the unit.

Headstock: Enbloc, well sized, guaranteeing maximum machining accuracy.

Chuck spindle: The chuck spindle rotates on adjustable taper roller bearings.

Drive system: Machine drive is obtained by means of pulleys and V-belts.

Workfeed box: Automatic workfeeds take place by means of steel gears and a lead screw which rotate on self-lubricating bushes.

Carriage: The carriage with apron is well proportioned and slides on dove tail guideways protected by oil scrapers; it is fitted with a self-adjusting jib. Traverses take place by means of a handwheel and rack gear.

Saddles: The saddles are sturdy and easy to adjust, equipped with precision screws mounted on ball bearings and with resettable verniers.

Tailstock: The adjustable tailstock is also equipped with a resettable vernier and is capable of withstanding very considerable turning and drilling stresses.

The low voltage 24 V. AC electrical system includes: logic, complete with relays on printed wiring, starting key, pilot light, and emergency mushroom-shaped button. The shaving screen and the carter door are protected by microswitches.

*Technical characteristics:*

Height of centers	mm 260
Distance between centers	mm 1500
Lathe bed	mm 400

### 3.39. **MEASURING BED FOR BOGIE FRAME**

The surface plate for bogie frames is a machine necessary for dimensional control of mechanical equipment and particularly to check the perpendicularity and parallelism of frames.

Technical characteristics:

- Surface plate, dimensions: 2.500x2.500 mm for frame support and for support of other parts to be checked out.
- Measuring instruments on three dimensional space set on different plane to measure all parameters on frames.
- PC, printer for storage and management of all data.

This system allow to check frames in composition with wheels and suspension simply removinf the surface plate.

### 3.40. **WELDING BENCHES**

Welding benches must be placed in the areas where works are carried out on mechanical structures. In addition to welding, the benches must be able to be used for grinding, lapping and buffing works.

The benches must be constructed with bolted panels. The bench top must be able to support up to 350 kg/m<sup>2</sup>. The sheet metal and profiles used must be galvanised. The work top and front extractor walls must be extractable to permit inspection and allow for positioning large components. The heavy residues and dust that collect on the bottom must be removable by means of an extractable collection tray. The extractor system must not interfere with welding operations and the draughts it causes must not be localised but uniformly distributed over the entire bench.

Pipes for expelling extracted air must be connected to a large diameter duct for expulsion of welding fumes.

## **4 Drawings**

Not Applicable.



## **PART 3 – Contract**

## Section VII. General Conditions of Contract

### Table of Clauses

1.	Definitions.....	7-2
2.	Contract Documents.....	7-3
3.	Corrupt Practices.....	7-3
4.	Interpretation.....	7-4
5.	Language.....	7-5
6.	Joint Venture, Consortium or Association.....	7-6
7.	Eligibility.....	7-6
8.	Notices.....	7-6
9.	Governing Law.....	7-7
10.	Settlement of Disputes.....	7-7
11.	Scope of Supply.....	7-7
12.	Delivery.....	7-7
13.	Supplier's Responsibilities.....	7-7
14.	Purchaser's Responsibilities.....	7-7
15.	Contract Price.....	7-8
16.	Terms of Payment.....	7-8
17.	Taxes and Duties.....	7-8
18.	Performance Security.....	7-9
19.	Copyright.....	7-9
20.	Confidential Information.....	7-9
21.	Subcontracting.....	7-10
22.	Specifications and Standards.....	7-11
23.	Packing and Documents.....	7-11
24.	Insurance.....	7-12
25.	Transportation.....	7-12
26.	Inspections and Tests.....	7-12
27.	Liquidated Damages.....	7-13
28.	Warranty.....	7-13
29.	Patent Indemnity.....	7-14
30.	Limitation of Liability.....	7-16
31.	Change in Laws and Regulations.....	7-16
32.	Force Majeure.....	7-16
33.	Change Orders and Contract Amendments.....	7-17
34.	Extensions of Time.....	7-18
35.	Termination.....	7-18
36.	Assignment.....	7-18

**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, appendices, 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 V.
  - (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) "The 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. Corrupt Practices**
  - 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, the 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, of any thing of value to influence the action of any party in the procurement process or the execution of a contract;
      - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to influence the action of any party in a procurement process or the execution of a contract;

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(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, or coercive practices in competing for the Contract; and

(c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an ADB-financed contract.

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

#### 4.6 Severability

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

### 5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the

language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in 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, Consortium or Association**

6.1 Unless otherwise specified in the SCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

**7. Eligibility**

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

7.2 All Goods and Related Services to be supplied under the Contract and financed by the ADB shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its 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 twenty-eight (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 VI, 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 Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section VI, 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 Sub-Clause 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 sixty (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 twenty-eight (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 twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

**19. Copyright**

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

**20. Confidential Information**

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with the 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. Sub-contracting**

- 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 VI, 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 VI, 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 Sections VI, 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 Sections VI, 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 Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but

deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods 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 Sub-Clause 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 twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment 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 Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

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

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any



design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability** 30.1 Except in cases of gross negligence or willful misconduct :

- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

**31. Change in Laws and Regulations** 31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure** 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force

**Majeure.**

- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

- 33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates

charged to other parties by the Supplier for similar services.

### **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 Sub-Clause 34.1.

### **35. Termination**

- 35.1 Termination for Default
- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by 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.
- (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.

- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

### 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 twenty-eight (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.

## Section VIII. 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.

<b>GCC 1.1(j)</b>	The Purchaser's country is: _____
<b>GCC 1.1(k)</b>	The Purchaser is: _____
<b>GCC 1.1 (q)</b>	The Site is: _____
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be: _____
<b>GCC 5.1</b>	The language shall be: _____
<b>GCC 6.1</b>	The individuals or firms in a joint venture, consortium or association _____ jointly and severally liable.
<b>GCC 8.1</b>	For <b>notices</b> , the Purchaser's address shall be: Attention: _____ Street Address: _____ Floor/ Room number: _____ City: _____ ZIP Code: _____ Country: _____ Telephone: _____ Facsimile number: _____ Electronic mail address: _____
<b>GCC 9.1</b>	The governing law shall be: _____
<b>GCC 10.2</b>	The formal mechanism for the resolution of disputes shall be: _____ _____
<b>GCC 11.1</b>	The scope of supply shall be defined in : _____ _____
<b>GCC 12.1</b>	Details of shipping and documents to be furnished by the Supplier shall be: _____
<b>GCC 15.2</b>	The price adjustment shall be: _____
<b>GCC 16.1</b>	The terms of payment shall be: _____

<b>GCC 16.4</b>	The currencies for payments shall be: _____
<b>GCC 18.1</b>	The Supplier shall provide a Performance Security of _____ percent of the Contract Price. The Performance Security shall be denominated in the following amounts and currencies: _____ _____
<b>GCC 18.3</b>	The types of acceptable Performance Securities are: _____ _____
<b>GCC 18.4</b>	Discharge of Performance Security shall take place: _____ _____
<b>GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall be: _____ _____
<b>GCC 24.1</b>	The insurance coverage shall be in accordance with: _____ _____
<b>GCC 25.1</b>	Obligations for transportation of the Goods shall be in accordance with: _____ _____
<b>GCC 26.2</b>	Tests and Inspections specified in Section VI, Schedule of Supply, shall be carried out at the following times or milestones, and places : _____ _____
<b>GCC 27.1</b>	The liquidated damage shall be: _____ % per week or part thereof
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: _____
<b>GCC 28.3</b>	The period of validity of the Warranty shall be: _____
<b>GCC 28.5</b>	The Supplier shall correct any defects covered by the Warranty within : _____ of being notified by the Purchaser of the occurrence of such defects
<b>GCC 30.1</b>	The amount of aggregate liability shall be: _____

# Section IX. Contract Forms

## Table of Forms

Agreement .....	9-2
Performance Security .....	9-3
Advance Payment Security .....	9-4

## Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "the Purchaser"), of \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., \_\_\_\_\_ and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of \_\_\_\_\_ (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 Purchaser's Notification to the Supplier of Award of Contract;
  - (b) the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
  - (c) the Special Conditions of Contract;
  - (d) the General Conditions of Contract;
  - (e) the Schedule of Supply; and
  - (f) \_\_\_\_\_.

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 \_\_\_\_\_ on the day, month and year indicated above.

Signed by \_\_\_\_\_ (for the Purchaser)

Signed by \_\_\_\_\_ (for the Supplier)



## Performance Security

Date: \_\_\_\_\_

Contract Name and No. : \_\_\_\_\_

\_\_\_\_\_

To: \_\_\_\_\_

WHEREAS \_\_\_\_\_ (hereinafter "the Supplier") has undertaken, pursuant to Contract No. \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_ to supply \_\_\_\_\_ (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security \_\_\_\_\_ issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned \_\_\_\_\_, legally domiciled in \_\_\_\_\_, (hereinafter "the Guarantor"), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the \_\_\_\_\_ Supplier, \_\_\_\_\_ up \_\_\_\_\_ to \_\_\_\_\_ a \_\_\_\_\_ total \_\_\_\_\_ of \_\_\_\_\_ and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the security for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

### Advance Payment Security

Date: \_\_\_\_\_

Contract Name and No. : \_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

In accordance with the payment provision included in the Contract, in relation to advance payments, \_\_\_\_\_ (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of \_\_\_\_\_, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of \_\_\_\_\_.

We, the undersigned \_\_\_\_\_, legally domiciled in \_\_\_\_\_ (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 \_\_\_\_\_.

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until \_\_\_\_\_, \_\_\_\_\_.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the security for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_