

Review of Railway Rehabilitation in Central Asia

for Kazakhstan, Kyrgyzstan, Tajikistan and Uzbekistan

Tender Documents on the rehabilitation measures for the Balykchi - Bishkek - Kazakh border railway section (Kyrgyzstan)

Lot 3.1 - Purchase of machines



A project implemented by Italferr S.p.A.

Kyrgyz Republic

INVITATION FOR PREQUALIFICATION

[date]

[name of the Employer]

[ADB Loan number]

Rehabilitation measures for the Balykchi – Bishkek – Kazakh Border railway section

Lot 3.1 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 Rehabilitation measures for the Balykchi – Bishkek – Kazakh Border railway section and intends to apply part of the proceeds of the Loan to payments under the contract for the Lot 3.2 Purchase of machines.

[name of Employer] (the Employer) intends prequalifying 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 Kyrgyz Railway in order to maintain the permanent way along the line:

- 1 Tamping Machine
- 1 Profiler Machine
- 2 Gantry Cranes
- 1 Positioner
- 2 Loaders for ballast quarry operation
- 1 Welding machine

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
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

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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. Contents of the Prequalification Document

ITA 7.1	<p>For clarification purposes 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>
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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

ITA 17.1	<p>For application submission purposes 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>The deadline for application submission is:</p> <p>Date:</p> <p>Time:</p>
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E. Evaluation of Applications

ITA 23.1	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.
ITA 24.3	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

ITA 25.3	<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>
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Section III. Qualification Criteria

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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
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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
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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
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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
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2. Pending Litigation

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

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

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)

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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. ⁽¹⁾
- (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

Applicant's legal name	
In case of JV, legal name of each partner	
Applicant's actual or intended country of constitution	
Applicant's actual or Intended year of constitution	
Applicant's legal address in country of constitution	
Applicant's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	

- Attached are copies of the following original documents.
- 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.
 - 2. Authorization to represent the firm or JV named in above, in accordance with ITA Sub-Clause 15.3.
 - 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA Sub-Clause 4.1.
 - 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.

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

JV / Specialist Subcontractor Information	
Applicant's legal name	
JV Partner's or Subcontractor's legal name	
JV Partner's or Subcontractor's country of constitution	
JV Partner's or Subcontractor's year of constitution	
JV Partner's or Subcontractor's legal address in country of constitution	
JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</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

Pending Litigation			
<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:

Date:

JV Partner's Legal Name:

IFP No.:

ICB No.:

Pageofpages

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:
1. Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
5. Profits Before Taxes			
6. Profits After Taxes			

7. Net Worth [= 1 – 3]			
8. Working Capital [= 2 – 4]			
9. Return on Equity [= 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

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

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:

 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

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

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	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Percent of Total</td> <td style="width: 50%; border: none;">Amount</td> </tr> </table>	Percent of Total	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

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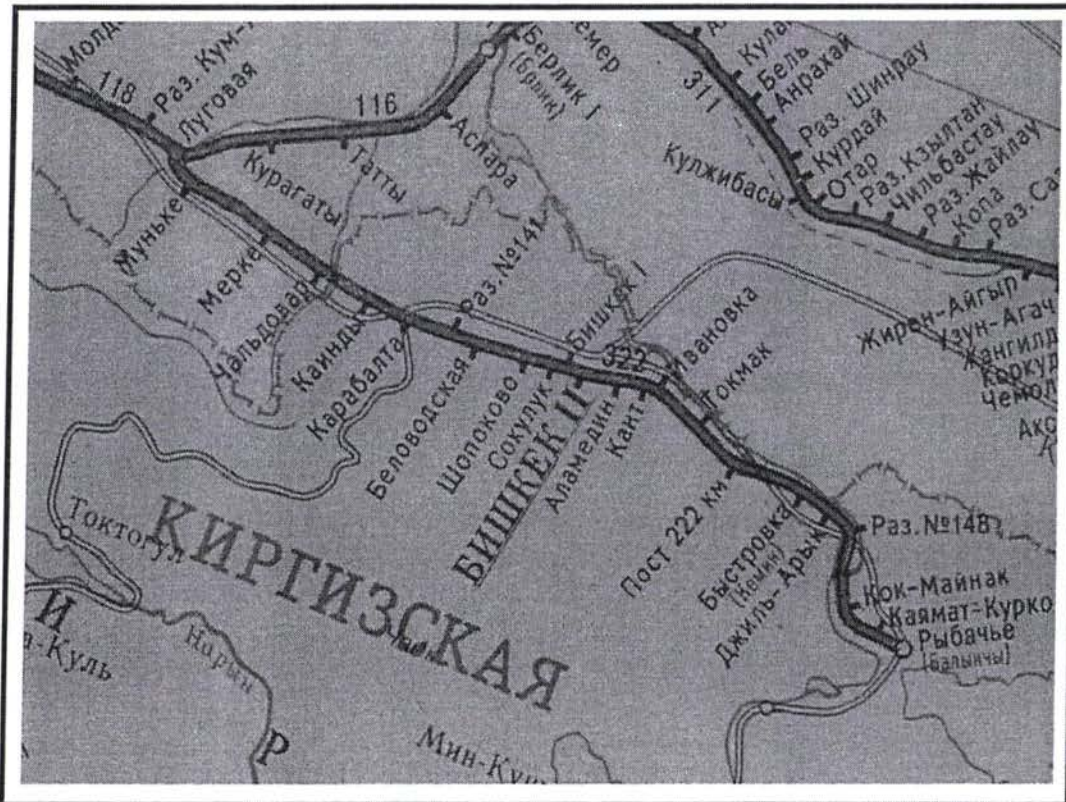
A. Requirements

1. Brief Description of the Scope

The Scope of works refers to the conclusions of the feasibility study of the rehabilitation measures for the Balykchi – Bishkek – Kazakh Border railway section in the Kyrgyz Republic.

Historically the section under study belongs to the line Lugovaya – Bishkek – Balykchi as it is in the following Figure A.

Figure A - The Lugovaya – Bishkek – Balykchi railway line



After the collapse of the former Soviet Union, the line has been split into two sections because of the introduction of the national border between Kyrgyzstan and Kazakhstan: the Lugovaya - border (61 km) and the border – Bishkek – Balykchi (322 km).

The administrative change could not change so much the situation since the two sections are still working in conjunction. Furthermore services along the line are operated up to Lugovaya by the Kyrgyz Railways and so they will be up to 2007 at least.

Besides this fact, improvements along the section from Balykchi to the border should be certainly managed by the Kyrgyz Railway Administration while the section up to Lugovaya

belongs to the Kazakhstan Railways but maintenance/services are operated by the Kyrgyz Railways. Consequently the issue of the competence has required to consider two different Feasibility Studies for rehabilitation measures concerning sections of the same line.

Improvements along the main line have to be financed and managed by two different Railway Administrations. Consequently the study has to consider two different Feasibility Studies for rehabilitation measures concerning sections of the same line.

The Feasibility Study carried out for the Kyrgyz side of the line (from Balykchi to the Border) has outlined just the strict need of rehabilitation of the line for the following issues:

- a. permanent way (from Bishkek to the Kazakh border);
- b. main structures (bridges, avalanche sheds and ballast quarry rehabilitation);
- c.

The option promoted represents a low cost option which had to take into account severe budgetary constraints of the Kyrgyz Railways.

Consequently activities for item a. will be mainly performed by the Kyrgyz Railways using materials, machines and plants separately provided and only item b. will be implemented by a Contractor. That would permit to face the most urgent necessities of the line, as well as in building the indispensable structures that guarantee the line protection from land-slides. It would allow the acceleration of the capital maintenance of the remaining network putting at disposal recovered rails and machines to implement works with Kyrgyz railway personnel.

Item a. has been consequently split into three Lots: purchase of machines, provision of PW materials, and purchase of sleeper factory while a forth Lot is for repair or new building of bridges, avalanche sheds and ballast quarry rehabilitation.

The present Lot 3.1 is for the purchase of machines needed to the Kyrgyz Railway in order to maintain the permanent way along the line.

2. Major Contract Components

Item Description	Code	Q-ty	Unit	Note
Tamping Machine	24-A1	1	unit	
Profiler Machine	24-A2	1	unit	
Gantry Crane	24-A3	2	unit	including accessories
Positioner	24-A4	1	unit	
Loader for ballast quarry operation	24-A5	2	unit	bucket capacity 1,5 m ³
Welding machine	24-A6	1	unit	

1. **Estimated Quantities of Major Components**

See section 2.

3. **Methods Required**

No specific methods are required.

4. **Contract Implementation Period**

The contract implementation period will be of 12 months. The time schedule for implementation should avoid the interferences with the implementation of other Lots.

B. Supplementary Information

2. Project Country

The project country is the Kyrgyz Republic.

3. Contract Site

The contract site is along the railway line between Balykchi (Kyrgyz Republic) and the border with Kazakhstan.

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

Standard Bidding Document

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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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

- (i) (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

A. Introduction	
ITB 1.1	The number of the Invitation for Bids is : _____ _____
ITB 1.1	The Purchaser is: _____ _____
ITB 1.1	The name of the ICB is: _____ _____ The identification number of the ICB is: _____ _____ The number and identification of lots comprising this ICB is: _____ _____
ITB 2.1	The Borrower is: _____ _____
ITB 2.1	The name of the Project is: Rehabilitation measures for the Kazakh Border – Bishkek – Balykchi railway section – Lot 3.2 Purchase of machines
ITB 5.5	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. Bidding Document	
ITB 7.1	For <u>clarification purposes</u> only, the Purchaser's address is: Attention: _____ Street Address: _____ Floor/Room number: _____ City: _____ ZIP Code: _____ Country: _____ Telephone: _____ Facsimile number: _____ Electronic mail address: _____
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: _____ _____
ITB 11.1 (i)	The Bidder shall submit with its Bid the following additional documents: _____ _____
ITB 13.1	Alternative Bids _____ permitted
ITB 14.5	The Incoterms edition is: _____
ITB 14.6 (b) (i)	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: _____ _____
ITB 14.6 (b) (ii)	In addition to the above, the Bidder shall quote prices for Goods offered from outside the Purchaser's country using the following Incoterms: _____ _____

ITB 14.7	The prices quoted by the Bidder shall be: _____
ITB 15.1 (a)	The currency of the Bid shall be: _____
ITB 20.1	The bid validity period shall be _____ days.
ITB 21.1	<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>
D. Submission and Opening of Bids	
ITB 22.1	In addition to the original of the Bid, the number of copies is: _____
ITB 22.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: _____
ITB 23.2 (c)	The identification of this bidding process is: _____
ITB 24.1	<p>For bid submission purposes 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>The deadline for bid submission is:</p> <p>Date: _____</p> <p>Time: _____</p>
ITB 27.1	<p>The bid opening shall take place at:</p> <p>Street Address: _____</p> <p>Floor/Room number: _____</p> <p>City : _____</p> <p>Country: _____</p> <p>Date: _____</p> <p>Time: _____</p>
<p>E. Evaluation, and Comparison of Bids</p>	
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>
<p>F. Award of Contract</p>	
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>

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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:

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

(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
Total Amount								

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 Goods To Be Offered From Outside The Purchaser's Country

Name of Bidder _____ IFB Number _____ Page _____
of _____

1	2	3	4	5	6	7	8
Item	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price CIF (...) or CIP (...)	Unit Price FOB (...) or FCA (...)	Total Price CIF or CIP per Item	Total Price FOB or FCA per Item
						4 x 5	4 x 6
Total Amount							

Notes:

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

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

Name _____

In the capacity of _____

Signed _____

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

Date _____

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

Name of Bidder _____ IFB Number _____ Page ____
of ____

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)
Total Amount							

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 _____

Bid Security

Date: _____
 ICB No.: _____
 Invitation for Bid No.: _____

To: _____

Whereas

_____ (hereinafter "the Bidder") has submitted its Bid dated _____ for ICB No. _____ for the supply of _____ hereinafter called "the Bid."

KNOW ALL PEOPLE by these presents that WE _____ of _____ having our registered office at _____ (hereinafter "the Guarantor"), are bound unto

_____ (hereinafter "the Purchaser") in the sum of _____ for which payment well and truly to be made to the aforementioned Purchaser, the Guarantor binds itself, its successors, or assignees by these presents. Sealed with the Common Seal of this Guarantor this _____ day of _____.

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.2; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser, during the period of bid validity, fails or refuses to:
 - (a) execute the Contract; or
 - (b) furnish the Performance Security, in accordance with the ITB Clause 44; or
 - (c) accept the correction of its Bid by the Purchaser, pursuant to ITB Clause 31.

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

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1 List of Goods and Related Services

Lot No. : 1				
Lot Name : Purchase of machines				
Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity
24-A1	Tamping Machine	including accessories and spare parts	unit	1
24-A2	Profiler Machine	including accessories and spare parts	unit	1
24-A3	Gantry Crane	including accessories and spare parts	unit	2
24-A4	Positioner	including accessories and spare parts	unit	1
24-A5	Loader for ballast quarry operation	including accessories and spare parts	unit	2
24-A6	Welding machine	including accessories and spare parts	unit	1

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 Item 24 A1 TAMPING MACHINES

3.1.1 Dimensions and Weight

The following table reports the range of dimensions and weight of the Tamping Machine under transfer mode.

Gauge	1 520 mm
Length over buffer bars	Min 25 000 mm Max 27 000 mm
Width	Minor of 3 000 mm
Height over top of rail	Max 3 800 mm
Distance between bogie pivots	Minor of 14 000 mm
Distance bogie pivot - rear axle	Minor of 8 000 mm
Wheel base on bogies	Minor of 2 000 mm
Wheel diameter	Minor of 760 mm
Weight approx.	Minor of 66 t
Loading gauge	1-T (to GOST 9238.83)

The machine shall be able to work at a outside temperature between -20°C to +50°C.

It shall be necessary to warm up the machine in a heated hall (temperature over 0°C) or with the pre-heating system only for working at temperatures $\leq -10^{\circ}\text{C}$.

Working at temperatures $\leq 0^{\circ}\text{C}$ must only be ensured when the ballast bed is dry and not frozen.

The operating instructions have to be delivered with the machine, in order to be strictly observed.

3.1.2 Frame

Articulated frame is required with rigid front part riding on two 2-axle bogies in front and rear, rear part joined to the front part and riding on a free steering axle.

A work unit frame need to be arranged between the bogies. The frame must be joined to the main machine frame by a longitudinal roller guide in the front and supports itself on the track by a steering axle in the rear, preferably.

Sturdy welded construction of rolled steel profiles and steel sheets have to be manufactured according to the most modern welding techniques and manufacturing methods. The frame shall be designed to meet the special requirements imposed by the lifting and lining forces on the heaviest permanent way material.

Two arched centre-sills between front and rear bogie are required.

The frame shall be standard equipped with buffer beams on either end for the mounting of centre buffer couplers type SA3 or similar.

The centre buffer couplers will be delivered by the manufacturer to the seller free of costs, so that they arrive there at latest 3 months before delivery.

3.1.3 Undercarriage

BOGIES

The machine must be equipped with two B-B or Bo-Bo bogies with through axles, front bogie powered during transfer and work.

Distance between bogie pivots: minor of 14 000 mm

Wheelbase on bogies: minor of 2 000 mm

MATERIAL WAGON AXLE AND WORK UNIT FRAME AXLE

The work unit frame axle must be powered during working drive, the material wagon axle is idle.

WHEEL SETS

Through forged axles with pressed-on solid disc wheels.

Wheel set material: according to UIC

Wheel diameter: max 760 mm

AXLE BEARING

The axles must be supported by means of large sized roller bearings outside the wheels in separate axle bearing housings.

SUSPENSION

Bogies: The Bogies must be equipped with 2 metal-rubber springs between axle bearing and bogie frame as well as 1 hydraulic shock absorber per wheel and 4 coil springs between bogie and machine frame per bogie.

SUSPENSION (MATERIAL WAGON AXLE, WORK UNIT FRAME AXLE)

The axle bearings shall be fixed to the machine frame by means of vertical coil springs and shackles. They shall have a longitudinal play on the frame like a free steering axle.

SHOCK ABSORBERS

Hydraulic shock absorbers between axle bearing and bogie frame resp. axle frame must be mounted.

3.1.4 Drive and power transmission

3.1.4.1 Engine

Water-cooled Diesel engine, supplied by an international manufacturer (as GM, Pielstick, Deutz, etc..)

Engine output: at least 350 kW (475 HP)

LOCATION

The engine and auxiliary installations shall be mounted to the chassis by means of rubber steel springs. An engine housing is provided.

Engine stop button operated from outside or inside the cabins must be provided.

3.1.4.2 Engine preheating system

For starting the machine at low temperatures (under - 10°C) an engine pre-heating shall be provided. A heating element must be integrated in the cooling water cycle of the diesel engine. The power supply must be provided externally by means of 220 V alternating voltage. Corresponding sockets must be mounted on the machine.

The diesel filters of the diesel engine must be additionally pre-heated.

The heating must work at 24 V and must be activated after starting the engine.

The diesel engine shall be equipped with a flame-type heater.

3.1.4.3 Engine compartment temperature monitoring system

The engine compartment shall be fitted with temperature sensors. An optical pre-alarm (blinking light) shall be triggered by a control unit when the temperature rises in the engine compartment. In case the set temperature threshold is exceeded, an optical and acoustic alarm will go off.

3.1.4.4 Drive - transfer

The machine shall be equipped with: hydrodynamic drive from engine via torque converter, power shift transmission, distributor gear and axle gears acting on both axles of the front bogie.

CONTROL

The machine is controlled either from the front or the rear cabin.

Max. travelling speed:

under own power: more than 80 km/h*)

towed: more than 80 km/h*)

in both directions.

*) *Subject to the observance of regulations concerning operation, maintenance, conveyance and the pertinent rules of vehicle registration*

3.1.4.5 Drive - work

Hydrostatic via hydraulic motor and axle gears acting on both axles of the front bogie and on the axle of the subframe and the material wagon axle, must be provided on the machine.

The Control shall be of Semiautomatic type, in connection with brake control by operation of a pedal (advancement pedal) or automatic forward motion.

3.1.4.6 Tachograph

In conjunction with a speedometer a tachograph shall be installed in the machine, which gives information on speed reached, working time, distance covered, etc.

3.1.5 Brakes

The brake system has to be compatible with the brake system of the rolling stock of the KS.

3.1.5.1 Type

The type of brakes shall have the following characteristics: pneumatic block brakes acting on all wheels according to UIC-regulations, two brake blocks per wheel of material wagon axle, one brake block per wheel of bogies and work unit frame axle.

CONTROL

TRANSFER DRIVE (BOGIES AND MATERIAL WAGON AXLE)

During transfer under its own power the brakes have to operated by a hand controlled valve.

WORK DRIVE (WORK UNIT FRAME AXLE)

During work brakes of the work unit frame axle have to automatically operated over a special control circuit.

3.1.5.2 Indirect train brake system with KE-valve

The machine shall be equipped with an KE-valve and connections for train braking system allowing the machine to be braked by the traction vehicle during transfer

3.1.5.3 Driver's brake valve

One driver's brake valve per cabin must be installed to allow the braking of hauled wagons in combination with the indirect train braking system.

3.1.5.4 Parking brake

The machine shall be provided with mechanical brake, activated by a hand wheel over a spindle, a chain pull, and levers, applying on the wheels of one bogie.

3.1.6 Pneumatic system

The pneumatic system shall be constituted by two-cylinder compressor for pressure air supply of:

- brake system
- auxiliary operations such as lifting and lowering of measuring trolleys and locking
- warning device

The pneumatic circuit shall consist essentially of compressor with filter, cooling circuit, pressure regulator, defroster, air tanks, water separator, air lubricator and brake and control valves.

An air dryer has to be integrated in the pneumatic system.

3.1.6.1 Air pressure warning device

The air pressure warning device manufactured by an international supplier (as ZÖLLNER or equivalent) shall be installed on the machine. It shall mainly consist of an air tank, control valves, operating buttons and a pair of pneumatic horns (high volume air horn/low volume whistle).

3.1.7 Hydraulic system

Sturdy vane pumps and axial piston pumps shall provide the working units and drive with the required pressure oil.

Hydraulic accumulators shall guarantee a sufficient supply, uniform pressure and smooth functioning of all hydraulic operations.

A special cooling circuit with large oil cooler and thermostat shall maintain a constant operating temperature.

Modern control valves shall be mounted to guarantee the exact sequence of all hydraulic operations.

The hydraulic oil tank shall be provided with suction and return filters with contamination indicators.

3.1.7.1 Preheating system for hydraulic oil

For starting the machine at low temperatures (under 0°C) a preheating device for the hydraulic oil has to be provided.

Heat coils shall be mounted in the hydraulic oil tank. External power supply via 220 V alternating voltage through sockets.

3.1.7.2 Emergency pump

An electric driven emergency pump has to be integrated in the system.

3.1.8 Electric system

The electric system shall have 24 V d.c. plant for starter, lights, signals and control circuits. The electronic elements shall have modular design, which ensure a high degree of operational safety and ease of servicing.

All electronic elements exposed to weather influences have to be in splash-proof design.

3.1.8.1 Power supply

The following elements shall be provided on the machine:

- Three-phase generators (alternators) branched in parallel powered by the Diesel engine.
- 12 V-batteries in series, 200 Ah.

3.1.8.2 Microprocessor control

The machine shall be equipped with a microprocessor control to effect the execution of the hydraulic working processes and the sequence of operations.

It shall consist of a digital part (microprocessor), several control circuit boards and an analogue part for the measuring systems (proportional lowering, levelling and lining unit). The modular design must enable the printed circuit boards to be interchanged easily.

The process control must improve the reliability of all circuits. It replaces all relay controls. Which means that a fast availability of the machine must be always guaranteed.

The process control shall be equipped with an integrated multiple measuring and monitoring system which shall be used for supervisory, adjusting and repair work.

This monitoring system has to permit an immediate check of all control functions.

3.1.8.3 Lights

Head and tail lights corresponding to KS-railway standard regulations shall be mounted on the machine. Moreover the lighting system shall have: adjustable reflectors provide sufficient illumination of the work area, the working units, and the track in front of and behind the machine; lamps on the ceiling of the cabins.

3.1.8.4 Brake lights on both ends

Brake lights must be mounted on both end of the machine.

3.1.8.5 Signal installation

The machine shall be provided with electric horn operated from outside or inside the cabins.

3.1.9 Cabins

3.1.9.1 Enclosed cabin at front end of the machine

This cabin must be equipped with large tinted safety glass windows, also containing all controls for travel as well as the control panels for the levelling and lining system.

3.1.9.2 Enclosed cabin at rear end of the machine

The cabin has to contain all controls for work and travel clearly arranged for ease of operation. Large tinted safety glass windows shall provide a good view of the track ahead and onto the worksite.

Therefore the machine must be driven in the transfer mode from the front or rear cabin.

Driver's and operator's seats shall meet ergonomic requirements.

The interior height of front and rear cabin is minimum 1.90 m.

The front and rear cabin shall be entered via ladders with hand rails from the sides and safety platforms. The operator cabin must be accessible via a passage way.

The machine must be completely roofed over from the front to the rear cabin.

3.1.9.3 Vibration and sound insulation of the cabins

The cabins shall be located on a separate frame which is insulated by rubber springs against vibrations and shocks coming from the main machine frame.

The cabins must be sound-proofed and insulated by the following:

- Lining with hardly combustible sound dampening material.
- Coating of the material with perforated aluminium plates.
- Apertures in the floor sheets and walls are sealed by sleeves, bellow joints or similar.
- All tubes and conduits leading to the outside are housed in protective sleeves.
- The entire floor of the cabin is covered by a corrugated rubber mat.

These features must guarantee that the sound level in the cabins shall be below 84 dB (A) during work.

3.1.9.4 Cabin Intercom

An intercom is installed between the cabins.

3.1.9.5 Windscreen wipers and washers for the front windows of the cabins

In order to provide good visibility even during rain, the front windows of the cabins must be equipped with windshield wipers. Screen washers must also be provided.

3.1.9.6 Cabin ventilation

Cabin ventilation with filter for suction, 1 unit per cabin must be guaranteed.

3.1.9.7 Cabin heating

Warm air heating shall be provided in each cabin, considering the weather condition of the Country.

3.1.9.8 Air conditioning

For cooling the cabins in case of high outside temperatures, 1 unit per cabin must be mounted.

3.1.9.9 Fire extinguisher

Each cabin shall be equipped with a fire extinguisher having adequate capacity.

3.1.10 Tamping units

Two tamping units with a total of 32 tamping tools for simultaneous tamping of two sleepers must be mounted to the work unit frame in a separate frame by means of vertical guide columns.

The work unit frame must be joined at the front end to the main frame by a roller guide for longitudinal movement and is supported on the track at the rear end by one axle.

During work the machine could move forward continuously while the work unit frame is driven hydrostatically and by hydraulic cylinder in a cyclic movement. The work sequence must be controlled either fully automatically, semi-automatically or manually by the operator.

Each of the two tamping units carries 16 tamping tools positioned in pairs opposite to one another on both sides of each rail.

3.1.10.1 Tamping system

Pressure vibration tamping, non-synchronous constant pressure tamping principle with:

- optimal tamping frequency of 35 Hz
- directional, linear oscillator.

VIBRATION

The vibratory movement shall be initiated by an eccentric shaft driven by a hydraulic motor. Piston rods pivoted on the shaft transmit the eccentric movement to the swing arms, which in turn cause the vibratory movement of the tamping tools. The piston rods could be at the same time hydraulic cylinders.

CLOSING AND OPENING OF THE TAMPING TOOLS

The squeezing movement and the opening of the tool pairs shall be achieved by the cylinder pistons. All cylinders of one unit shall be pressurised by the same circuit. This ensures the non-synchronous effect in which each tool exerts the same pressure.

By supplying a small return pressure after the working pressure has stopped, smooth cylinder movement is achieved.

The tamping pressure must be set in infinite variations in order to adapt to different ballast conditions.

A special hydraulic circuit shall be provided for stabilisation of the amplitude, which makes penetration in heavily fouled ballast easier.

In the case of double sleepers, the opening width of the tamping tools must be enlarged by changing the stroke limitation.

LIFTING AND LOWERING OF THE TAMPING UNITS

The lifting and lowering of the tamping units is achieved by means of hydraulic cylinders which are controlled proportionally. The tamping depth shall be infinitely adjustable via a digital selector.

3.1.10.2 Tamping tools

The tamping tools must be arranged in opposing pairs on each side of the sleepers.

Each sleeper must be tamped by 4 such pairs, on both sides of each rail. The corresponding pairs penetrate the sleeper crib at the same time.

The cylindrical ends of the tamping tool shafts must be supported in the swing arms and fixed with screws. This type of fastening must allow the tamping tools to be removed and inserted very easily; for each tine only two screws have to be loosened or tightened.

The tamping units shall be equipped with carbide-tipped tamping tools.

3.1.10.3 Lubrication

Central oil lubrication for eccentric shaft must be provided.

Automatic, central grease lubrication for all other lubrication points of the tamping units must also be provided. The lubrication is activated as soon as the mode "working operation" is selected and the vibration shafts of the tamping units are running.

3.1.11 Lifting and lining unit

The machine is equipped with a well proven roller lifting (to be manufactured by an international supplier), and lining units which shall be attached to the work unit frame in front of the tamping units and supported each by a vertical guide column. As the lifting and lining installations shall be combined, both operations are achieved in one passage.

Lifting shall be carried out by the machine centrally over each rail without any support on the ballast bed.

Each lifting roller frame holds two pairs of rollers supported by a rocker. When closed, the lifting rollers must hold the rail head from both sides. Forming a pair of clamps, these rollers shall be opened or closed by hydraulic cylinders.

The clamp-like arrangement of the lifting rollers and the vertical lifting force must make it impossible to tilt the rail or apply too great a stress on the rail fastenings impossible. During the lifting process the lifting cylinders attached to the work unit frame pull the track, held at four points, upwards. For lining each lifting tool carrier must be additionally equipped with two double flanged rollers connected to the work unit frame by a horizontal hydraulic cylinder.

During the lifting process the lining cylinders shall move both tool carriers in the required direction. The lining force shall be transmitted to the track by the roller flanges on four points. This distribution of the lining force exerts a minimum of stress on the rail fastenings and moves the rail into the correct position without impact.

When beginning work, the combined lifting and lining units shall be lowered onto the track, where they remain during the entire process. While the machine advances, the eight lifting rollers, as well as the four lining rollers, keep holding the rail. The rail fastenings must not be touched by the rollers as they roll along.

If the lifting clamps hit an obstacle, as for instance a joint or a weld, they must be automatically pressed open so that no damage can occur, neither to the rail, nor to the machine.

Even rail joints with fish plates could be lifted without hindrance. In case one of the roller pairs cannot completely undergrip a rail head, the other pair still maintains its grip.

The clamp plates must be adjustable and must therefore be adapted to any shape of rail.

As the lifting and lining units shall be movable in all directions, they shall adapt during forward drive to curves without exerting any force to the rail.

The lifting and lining operation shall start started automatically by lowering the tamping units. Lifting lasts until the levelling equipment interrupts the control circuit of the automatic lifting action.

The track shall be held in a raised position by the clamps until completion of the tamping operation.

The lining process shall be controlled also fully automatically. Lining errors are detected by the Manufacturer one chord system (or similar) and electronically transmitted to the control. Lining shall be automatically switched off once the correct value is reached.

Once the work cycle is finished the work unit frame advances to the next sleepers to be tamped.

3.1.12 Levelling unit

The machine must equipped with the proven Manufacturer proportional parallel levelling system.

Each rail shall be measured by rollers at 3 points:

- in front of the rear bogie
- in the tamped area
- in front of the front bogie

The reference line for longitudinal levelling must be a steel chord above each rail, extended from the rear reference point to the front one.

The system rolling over the tamped area shall carry a measured value receiver on both sides scanning the height of the steel chord.

Lowering the tamping units shall start levelling. The measuring installation over the tamped area must determine the necessary voltage for lifting. This voltage shall be amplified to act on a servo system which controls the lifting cylinders.

As the levelling and lifting unit works during the entire tamping process, the track level shall be automatically checked the whole time. The raising of the tamping units has to interrupt the levelling process.

3.1.12.1 Working methods

The proportional levelling system enables have to work according to the following methods:

COMPENSATION METHOD

When working by the compensation method all errors in longitudinal level are reduced.

Cross level faults are completely corrected.

The total lift of the track is made up of:

- the lift resulting from the ratio of reduction and
- the pre-selected basic lift.

The basic lift is pre-selected electronically by zero point adjustment of the appropriate reference chord.

PRECISION METHOD

The lifting values of the reference rail are established by levelling before the beginning of work and marked on every 5th or 10th sleeper.

During work the corresponding left or right hand reference chord is adjusted electronically by zero point adjustment according to the marked values while the other rail is positioned in the correct cross level by the automatic adjustment. The lift itself is controlled as described above.

This method achieves an absolutely correct longitudinal level.

3.1.12.2 Cross level control

- a. The cross level of the sleepers under tamping must be checked by another electronic pendulum. A large panel and a digital presetting for the superelevation has to allow very precise readings.
- b. For the control of the cross level of the corrected track the machine has to be equipped with a digital display and an electronic pendulum.

3.1.13 Lining measuring system

The machine must be equipped with the proven Manufacturer system, preferably one chord measuring system . A chord shall be spanned in the middle of the track from the front to the

rear reference point which serves as a measuring base. Electrical transducers must record the versines and transmit them for electronic processing.

When the system is working in fully automatic mode, the lining process must carry out fully automatically using a servo mechanism.

The one chord measuring system has also to enable the machine operator when working in manual mode to carry out the lining process following the display of the large indicator installed at the control panel. During the lining process the hand of this dial has to indicate the deviations of the track from the target value established by the one chord measuring system, then the movement of the track and finally the track position after lining which is equal to the target position when the hand points to zero.

In both cases however lining has to be independent of the skill and ability of the machine operator without any calculations, previous track run or other preparation work.

The measuring shall be achieved by measuring trolleys which have to be pressed pneumatically against the rail to be measured. These trolleys must have large wheels. For transfer these trolleys must be lifted and secured to the chassis.

3.1.13.1 Methods of work

The one chord measuring system can work according to the following methods:

COMPENSATION METHOD

Existing lining faults are reduced automatically.

PRECISION METHOD

The lining values of the reference rail are established before beginning work and marked on every 5th or 10th sleeper. During work the lining value is entered electronically using zero point adjustment.

Depending upon the method or work and the available track data, 3 or 4 reference points of the measuring systems can be preselected in the track.

3.1.14 GVA Track geometry adjustment value automatics

A computerized unit for the over-all control of combined levelling, lifting, lining and tamping machines in all possible track geometries shall be provided

The track geometry must be input before work is started.

During work all necessary adjustment values for the lining and for the levelling system could be continuously and automatically calculated and fed into the system.

TELESCREEN

For the graphic representation of the input data of curvature and superelevation. The chart must be shifted in relation to the progress of the machine during work while the position is marked by a line of reference. Three (3) different scales must be considered.

3.1.15 Integrated material wagon

The material wagon must be joined to the tamping machine by means of an articulated frame. The rear part shall ride on a steering axle which is powered during work. Buffer bar on rear end for mounting of draw and buffing gear must be provided.

The rear tensioning trolley of the lining measuring system shall be attached to the lower part of its chassis and secured for transfer. The upper part of the material wagon must be designed as loading platform with side panels. The wagon has to be accessible over lateral steps.

3.1.16 Accessories and tools

The accessories and tools needed for operation and maintenance, for adjusting and fixing and for minor repairs must be listed in details by the Manufacturer in the Tender Phase and delivered with the machine at the time of its delivery.

3.2 Item 24 A2 PROFILING MACHINES

3.2.1 Dimensions and weight

The following table shows the share of the main dimensions and technical parameters of the required profiling machine. In case of a single dimension, the indication is mandatory.

Gauge	1 520 mm
Length over centre buffer couplers	Min 17 000 mm Max 18 000 mm
Width (transfer)	Max 3 000 mm
Height over top of rail	Min 4 300 mm Max 4 400 mm
Wheel base	Min 8 000 mm Max 8 300 mm
Wheel diameter	760 mm
Total weight	Max 42 t
Loading gauge	1-T (to GOST 9238.83)

The machine has to be able to work at a outside temperature between -20°C to +50°C.

It shall be necessary to warm up the machine in a heated hall (temperature more than 0° C) or with the pre-heating system for working at temperatures < -10° C but not exceeding this value.

The machine shall work at temperatures < 0° but admitting that the ballast bed is dry and not frozen.

The operating instructions shall have to be delivered with the machine and they shall describe in detail all the instructions for the machine use and maintenance that have to be observed.

3.2.2 Frame

The frame of the machine shall have to guarantee the following:

- Sturdy construction of rolled steel profiles and steel sheets, manufactured according to the most up-to-date welding techniques and production methods.
- The frame must be standard equipped with buffer beams on either end for the mounting of unsprung centre buffer couplers type SA3 or similar.
- The unsprung centre buffer couplers will be delivered by the manufacturer to the seller free of costs, so that they shall arrive there at latest 3 months before delivery.

3.2.3 Undercarriage

AXLES

Two powered through axles with pressed-on wheels.

WHEEL SETS

Through forged axles with pressed-on solid disc wheels.

Wheel set material: according to UIC rules

Wheel diameter: 760 mm

AXLE BEARING

The axles have to be supported by means of large dimensioned roller bearings outside the wheels in separate axle bearing housings.

SUSPENSION

The axle bearing housings have to be fixed to the machine frame by means of vertical coil springs and shakles. They shall have a longitudinal play on the frame like a free steering axle.

The coil springs together with the related shock absorbers have to provide sufficient absorption of vibrations and shocks and guarantee smooth running of the vehicle.

3.2.4 Drive and power transmission

3.2.4.1 Engine

Water cooled Diesel engine of international diesel engines manufacturers (as GM, Pielstick, Deutz, etc...)

Engine output: min 270 kW (367 HP)

The engine and auxiliary installations have to be mounted to the chassis by means of rubber steel springs. An engine housing is provided.

Engine stop button operated from outside or inside the cabins.

3.2.4.2 Engine preheating system

For starting the machine at low temperatures (under - 10°C) an engine pre-heating has to be provided. A heating element shall have to be integrated in the cooling water cycle of the diesel engine. The power supply has to be provided externally by means of 220 V alternating voltage. Corresponding sockets have to be mounted on the machine.

The diesel filters of the diesel engine could be additionally pre-heated.

The heating works at 24 V and has to be activated after starting the engine.

The diesel engine must be equipped with a flame-type heater.

3.2.4.3 Engine compartment temperature monitoring system

The engine compartment has to be fitted with temperature sensors. An optical pre-alarm (blinking light) has to be triggered by a control unit when the temperature rises in the engine compartment. When the set temperature threshold is exceeded, an optical and acoustic alarm will go off.

3.2.4.4 Power Transmission

Hydrostatic drive from Diesel-engine onto both axles via hydraulic pump is required, hydraulic motors and two speed axle gear box too.

Max. travelling speed:

under own power: 90 km/h*)

towed: 90 km/h*)

in both directions.

* *Subject to the observance of the regulations concerning the operation, maintenance and the pertinent rules of vehicle registration.*

CONTROL

Electric-hydraulic control from the cabin during transfer and work.

3.2.4.5 Tachograph

In conjunction with a speedometer a tachograph shall be installed in the machine, which gives information on speed reached, working time, distance covered, etc.

3.2.5 Brakes

The brake system is compatible with the brake system of the rolling stock of the KS.

3.2.5.1 Type

Pneumatic block brakes acting on all wheels according to UIC regulations, two blocks per wheel.

CONTROL

The brakes have to operate by hand controlled valves.

3.2.5.2 Indirect train brake system with KE-valve

The machine has to be equipped with an KE-valve (or equivalent) and connections for train braking system allowing the machine to be braked by the traction vehicle during transfer.

3.2.5.3 Driver's brake valve

A driver's brake valve in the cabin shall have to allow the braking of hauled wagons in combination with the indirect train braking system.

3.2.5.4 Parking brake

Mechanical brake, activated by a hand wheel over a spindle, a chain pull, and levers, applying on one axle.

3.2.6 Pneumatic system

It shall be constituted by two-cylinder compressor for pressure air supply of:

- brake system
- auxiliary operations
- warning device

The pneumatic circuit has to essentially consist of compressor with filter, cooling circuit, pressure regulator, defroster, air tanks, water separator, air lubricator and brake and control valves.

An air dryer has to be integrated in the pneumatic system.

3.2.6.1 Air pressure warning device

The air pressure warning device shall be made by an international manufacturer (as ZÖLLNER or equivalent) mainly consisting of an air tank, control valves, operating buttons and a pair of pneumatic horns (high volume air horn/low volume whistle).

3.2.7 Hydraulic system

Sturdy vane pumps and axial piston pumps provide the working units and drive with the required pressure oil.

A special cooling circuit with large oil cooler and thermostat has to maintain a constant operating temperature.

Modern control valves have to guarantee the exact sequence of all hydraulic operations.

The hydraulic oil tank must be provided with suction and return filters with contamination indicators.

3.2.7.1 Preheating system for hydraulic oil

For starting the machine at low temperatures (under 0°C) a preheating device for the hydraulic oil must be provided. Heat coils have to be mounted in the hydraulic oil tank. External power supply via 220 V alternating voltage through sockets.

3.2.7.2 Emergency pump

An electric driven emergency pump must be integrated in the system.

3.2.8 Electric system

24 V d.c. system for starter, lights, signals and control circuits must be installed.

The electronic elements must be of modular design, which provide for a high degree of operational safety and ease of servicing.

All electronic elements exposed to weather influences have to be in splash-proofed design.

3.2.8.1 Power supply

Three-phase generators (alternators) branched in parallel powered by the Diesel engine shall be installed as 12 V-batteries in series, 200 Ah.

3.2.8.2 Microprocessor control

The machine shall be equipped with a microprocessor control to effect the execution of the hydraulic working processes and the sequence of operations.

It must consist of a digital part (microprocessor), several control circuit boards and an analogue part for the measuring systems (proportional lowering, levelling and lining unit). The modular design enables the printed circuit boards to be interchanged easily.

The process control improves the reliability of all circuits. It replaces all relay controls. Which means that a fast availability of the machine must be always guaranteed.

3.2.8.3 Lights

Head and tail lights corresponding to KS-railway regulations must be provided.

By adjustable reflectors sufficient illumination of the working area, of the working units, and of the track in front and behind of the machine must be guaranteed.

Lamps on the ceiling of the cabin are needed..

3.2.8.4 Brake lights on both ends

Brake lights must be provided on both ends.

3.2.8.5 Signal installation

Electric horn operated from outside or inside the cabin must be provided.

3.2.9 Cabin

The cabin shall have a fully enclosed spacious heat and sound insulation system, with large dimensioned, tinted safety glass windows. It shall be located as much as possible in the middle part of the machine.

It shall contain all controls for working and transfer drive clearly arranged.

The special design of the driver's desk and the driver's seat shall have to provide good visibility in driving direction. A good view onto the working units must be also guaranteed.

Driver's and operator's seats have to meet ergonomic requirements.

The interior height of front and rear cabin must be minimum 1.90 m.

Entrance to the cabin has to be via ladders with hand rails from the sides, a safety platform and a lockable door.

3.2.9.1 Vibration and sound insulation of the cabins

The cabins has to be located on a separate frame which has to be insulated by rubber springs against vibrations and shocks coming from the main machine frame.

The cabins shall be sound-proofed and insulated by the following:

- Lining with hardly combustible sound dampening material.
- Coating of the material with perforated aluminium plates.
- Apertures in the floor sheets and walls to be sealed by sleeves, bellow joints or similar.
- All tubes and conduits leading to the outside to be housed in protective sleeves.
- The entire floor of the cabin to be covered by a corrugated rubber mat.

3.2.9.2 Windshield wipers and screen washers

In order to provide good visibility even during rain, the front windows of the cabin have to be equipped with windshield wipers. Screen washers must be also provided.

3.2.9.3 Cabin ventilation

Cabin ventilation with filter for suction, 1 unit at least, must be provided.

3.2.9.4 Cabin heating

Warm air heating with a total output of at least 6 kW must be provided.

3.2.9.5 Air conditioning

For cooling the cabin in case of high outside temperatures, 1 unit to be provided.

3.2.9.6 Fire extinguisher

1 unit in the cabin, compliant with Local Regulations.

3.2.10 Centre Plough

This centre plough must be designed for heaviest ballast movements, for new laid tracks and for maintenance work. The centre plough must be guided by parallel guides.

The centre plough has to be made of fixed and adjustable guide sheets. The fixed sheets have to be provided with welded-on tunnels to protect the rail fastenings from damage.

The plough shields between the rails may be adjusted in such a way allowing ballast movement in each desired direction in one operation.

All movements of the plough must be set easily by buttons on the control post in the cabin (control by symbols - means easy handling). The movements of the centre plough shields are carried out by hydraulic cylinders.

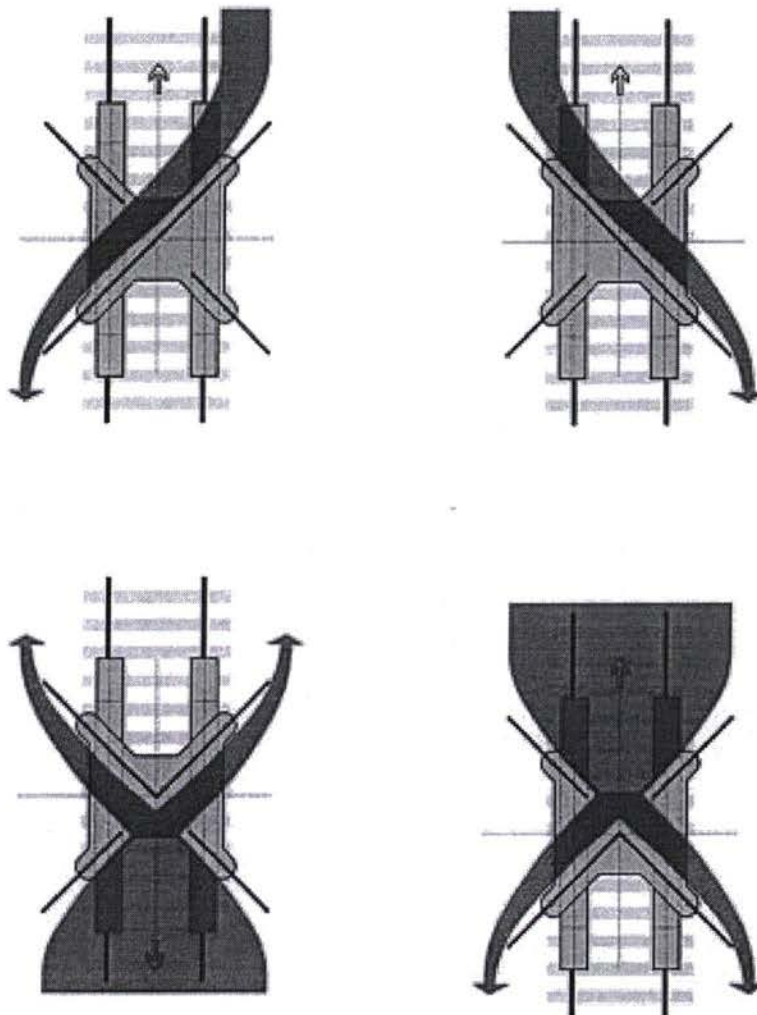
The plough plates outside the rails must be positioned by means of bolts.

Essential advantages to be guaranteed by the plough system:

- all ballast movements in one working pass:
- ploughing in both directions
- the design of the plough allows the distribution of big ballast masses even at low speeds.

Possible movements of the centre plough (as specified in the next picture):

- From the right rail to the left rail
- From the left rail to the right rail
- From the track shoulder to the track centre
- From the track centre to the track shoulder.



3.2.11 Shoulder Ploughs

The two shoulder ploughs must be mounted in the front part of the machine on either side. The shoulder ploughs must be hydraulically controlled and they must be used together or independently of one another.

The shoulder ploughs must be hydraulically adjusted and they shall be completely variable up to shoulder angles between 0 and 45°. Each plough must also be slewed horizontally to the track axle. Therefore the machine must on one hand produce any required ballast width and on the other hand must be adjusted to any existing ballast width.

The operating span is adjustable at least up to 4,20 m from track centre. Because of this large span the outer shoulder must be profiled in appropriate way.

In instances where there are obstacles such as fixed points, posts, signals, etc., on the shoulder the plough does not have to be lifted, but the operating span of the plough has to be adjusted so that it does not touch the obstacle. The piling up of the ballast has therefore to be avoided which is unavoidable if the plough is lifted. The adjustment has to be made along the plane of the shoulder, i.e. the shoulder angle remains constant when passing by.

All adjustments of the shoulder ploughs must be performed from the operator's seat while the machine is in operation.

When not working or in transit the shoulder ploughs have to be folded and locked by means of bolts.

3.2.12 Sweeper Device

The sweeper device shall be located at the rear end of the machine. In a welded steel housing a rotary brush for sweeping in S&C's shall be mounted, consisting of rubber hoses with which the ballast is swept from the sleepers.

If there is excess ballast, i.e. it cannot be swept between the sleepers, it is thrown over a guiding channel onto the transverse conveyor belt which also runs inside the steel plate housing. The transverse conveyor belt must be reversible and throws the ballast onto the left or right shoulder as required.

The sweeper device must be suspended on two hinged brackets. Upon commencement of work these shall be unlocked and the sweeper device must be lowered hydraulically. The sweeper device must be supported on the track on rollers.

The transverse conveyor belt is driven by slow running hydraulic motor.

3.2.13 Continuous ballast pick-up unit with hopper

Excess ballast, which cannot be swept between the sleepers, must also be thrown over guiding sheets onto a conveyor belt, discharging the ballast directly into the hopper.

A guide sheet at the top of the conveyor must be provided to serve for safe transfer of the ballast into the hopper.

A funnel shaped hopper constructed of welded steel plates must be mounted in front of the rear axle. The hopper must hold at least 4 m³ of ballast. Discharge openings inside and outside the rails must distribute ballast where required (at least 3 openings in total).

The outer discharging chutes could be additionally adjustable by hydraulics thus enabling unloading of ballast to the shoulders.

3.2.14 Rotating rail fastening brush

One rail fastening brush on each rail must be provided.

The rail fastening brushes shall be used to remove ballast stones lodged between rail and fastening.

They must be lowered pneumatically. Adequate number of special cable pieces per rail shall be pressed against the rail web to remove ballast stones lodged between rail and fastening.

3.3 ITEM 24 A3 GANTRY UNITS

3.3.1 Technical Data

The following table shows the share of the main dimensions and technical parameters of the required gantry units machine. In case of a single dimension, the indication is mandatory.

Lifting bridge

Overall length (lifting bridge) max.	Comprised between 17 000 and 19 000 m
Weight approx.	Max 3.8 t

Dimensions per portal (consisting of one cross frame and 2 lateral frames per portal)

Overall width	Max 3 550 mm
Overall height (max. extended)	Max 4 600 mm
Height of lift of the bridge	Comprised between 3 300 and 3 450 mm
Lateral displacement of the sizing tongs	± 200 mm
Gauge	Max 3 350 mm
Wheel base	Max 2 600 mm
Wheel diameter	450 mm
Height of wheel flanges (double flanges on all wheels)	32 mm
Weight	Max 12,5 t
Lifting capacity (total)	Min 10,5 t
Lifting speed	Min 10 m/min
Riding speed	Comprised between 0 - 14 km/h

3.3.2 Set Up

3.3.2.1 Lateral frames

Each of the two lateral frames must be provided with two powered wheels. The sturdy construction shall be made of welded steel structures and sheets.

The cross frame shall be lifted and lowered along guides, located in the lateral frames, by two hydraulic cylinders.

A smooth and uniform lifting movement shall be guaranteed by a chain driven load synchronisation.

3.3.2.2 Cross frame

The cross frame shall be possibly a horizontal steel construction, determining the width of the gantry crane, and carries the power plant, consisting of: Diesel engine, hydraulic pumps, hydraulic tank, fuel tank, batteries and control valves.

The lifting beam, which may be hydraulically laterally displaced, could be connected to the cross frame by means of a quick lock.

It shall be equipped with all holding devices for panels and sleepers.

3.3.3 Power Unit

3.3.3.1 Engine

One water cooled Diesel engine per portal is required:

Type: proven, made by international Manufacturer

Output: min 85 kW (115 HP)

with attached 24 V starting plant and generator.

3.3.3.2 Pump drive

The pump gear shall be flanged to the coupling housing of the Diesel engine. The connection must be provided by a flexible coupling.

3.3.4 Wheels

The gantry must ride on four double flanged wheels running on cylindrical roller bearings.

3.3.5 Brakes

Hydrostatic brake shall act on all four wheels, being the drive in a closed circuit.

Hydraulically vented multi-disc loaded brake shall act on all four wheels (automatic braking in case of failure in the drive conduct).

3.3.6 Hydraulics

Two independent hydraulic circuits are required.

3.3.6.1 Drive hydraulic

The hydrostatic drive shall be a closed circuit, composed of a variable displacement piston pump, two rotary block radial motors, control units.

3.3.6.2 Working hydraulic

The working hydraulics for the lifting and tong mechanism shall be in an open hydrostatic circuit composed of a fixed displacement, inclined axle pump and control units.

3.3.7 General Control

Drive and work shall be controlled from a control desk fixed to one of the lateral frames.

3.3.7.1 Drive control

The throttle shall be provided with a safety switch which is to be operated together with the throttle. In case it is not operated, drive hydraulics shall be automatically switched off.

3.3.7.2 Work control

Electric push-buttons (on driver's desk) shall be mounted for lifting and gripping mechanism. Control circuit 24 V.

3.3.7.3 Engine, start and control units

The engine switch board shall be fixed to the lifting bridge.

3.3.8 Pick Up mechanism

3.3.8.1 Panels up to 18 metres lengths

It shall be mounted to the lifting beam hydraulically operated gripping hooks apply to the panel under the rail base. Any longitudinal displacement of the panel during acceleration and deceleration are avoided thereby.

3.3.8.2 Monoblock sleepers

The sleepers shall be suspended on chains fixed to the lifting beam. The fixation of the chains on the lifting beam may be displaced longitudinal to a certain extent. A joint in the centre of the lifting beam must allow for a "radial" disposition of the sleepers in curves.

This joint shall be hydraulically operated. Up to 64 sleepers may be carried at a time.

3.3.9 Transport and Loading

The lifting beam shall be separated from the portals for transport. Each portal shall be capable of loading itself on a flat wagon by means of a swivel head, so no special wagon must be necessary. The turning of the portals by 90° shall be carried out manually.

**3.4 ITEM 24-A4
POSITIONER**

[To be integrated in the Final Version]

3.5 ITEM 24-A5 LOADER FOR BALLAST QUARRY OPERATION

3.5.1 General

The crawler loader shall be a machine designed to be productive over a wide range of tough applications, particularly having a proven experiences. It shall be dedicated to operate in ballast quarry field and for railway ballast wagon loading.

Reliable, durable, rugged construction, self diagnosis of electrical and power train systems are required.

Moreover the machine must need an easy maintenance work to ensure an extended service life and at the same type low operation costs.

3.5.2 Technical Characteristics

The following paragraphs shows the share of the main dimensions and technical parameters of the required for the crawler loader. In case of a single dimension, the indication is mandatory.

Engine

Engine model:	proven model
Net Power:	min 220 hp / 165 kW
Bore:	as specified by Tenderer
Stroke:	as specified by Tenderer
Displacement:	min. 8,000 cu.cm
Operating speed:	min 9 km/h

Bucket

Multi-purpose model:	min 2.8 cu.m
Width:	min 2,600 mm

Weights

Operating weight:	max. 28,000 kg
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Undercarriage

Track shoe type:	Double grouser, extreme service
Track shoe width:	min 480 mm
Track rollers for each side:	as specified by Tenderer
Number of shoes for each side:	as specified by Tenderer
Track on ground:	min 2,800 mm

Ground contact area:	min 2.80 sq.m
Ground pressure:	as specified by Tenderer
Grouser height – double grouser:	as specified by Tenderer

Drive system

Type:	Hydrostatic drive with infinite machine Speeds up to 10 km/h
Drive pump:	Two, variable-displacement, slipper type Axial piston pumps preferably
Track motor:	Two, variable-displacement, bent axis Pistons motors
Relief Valve setting:	min 42,000 kPa

Hydraulic System

Type:	Vane, preferably
Equipment Output:	min 320 L/min
Main relief valve setting:	min 18,000 kPa
Lift Cylinders – Bore and Stroke:	as specified by Tenderer
Tilt Cylinders – Bore and Stroke:	as specified by Tenderer
Pilot output:	min 11 L/min
Pilot relief valve setting:	min 2,300 kPa
Cycle time – raise:	max 8.0 sec
Cycle time – dump:	max 2.0 sec
Cycle time – lower, empty, float down:	max 3.5 sec

Refill capacities

Fuel tank:	min 400 L
Cooling system:	min 40 L
Crankcase (with filter):	min 25 L
Final drives (each):	min 25 L
Hydraulic system (equipment, power train and tank):	min 150 L
Pump drive box:	min 3.5 L
Pivot shaft:	min 2.5 L
Hydraulic system:	min 160 L

Hydrostatic drive system:	min 75 L
Ripper specifications	
Type:	Radial, preferably
No. of pocket:	as specified by Tenderer
Overall width/beam:	min 2,100 mm
Shank cross section:	as specified by Tenderer
Ground clearance:	as specified by Tenderer
Penetration:	min 400 mm
Ripping width:	min 1,800 mm
Length increasing due to the ripper (transportation position):	max 2,000 mm

Electical system

Type:	24 V DC
Battery capacity:	min 1,000 CCA
Battery voltage:	12 V
Battery quantity:	min 2
Alternator:	min 65-AMP, heavy duty brushless.

3.5.3 Operating Specifications

Dump clearance at full lift and discharge (bare):	min 3,300 mm
Digging depth (bare):	min 85 mm
Max rollback at ground:	min 40°
Max rollback at carry position:	min 48°
Bucket height in carry position:	min 500 mm
Static tipping load	as specified by Tenderer
Breakout force (with tilt cylinder – bucket at the ground level- bare):	min 200 kN

3.5.4 Dimensions

Overall machine without bucket with standard track:	max 2,700 mm
Ground clearance from face of shoe:	min 440 mm
Machine height from the top of the cab:	as specified by Tenderer
SAE specified dump angle:	min 40°
Max rollback, fully raised:	min 50°
Height of the bucket hinge pin:	min 4,200 mm

3.6 ITEM 24-A6 WELDING MACHINE

3.6.1 Technical Data

The following table shows the share of the main dimensions and technical parameters of the required welding machine. In case of a single dimension, the indication is mandatory.

Length over buffers	Comprised between 15 000 and 17 000 mm
Total mass	Max 44 t
Distance between bogie pivots	Comprised between 9 000 and 10 500 mm
Engine output	Min 380 kW
Travelling speed under own power/towed,	Min 70 km/h

3.6.2 General Set Up

The machine shall have four axle, and it must be of proven type.

Standard railway vehicle design is required.

All components must be housed in the enclosed structure.

Driver's control desk are required at front and rear of the machine for transfer travel.

The welding head could be positioned between the bogies in the middle of the machine or at the rear, preferably.

All working operations shall be controlled from one central operator's stand in a cabin.

The vehicle shall contain the following equipment for handling 18 m long rails to UIC 60:

- Hydraulic/crane with telescopic jib
- Flash butt Rail welding head
- Rail clamping device
- Rail upsetting device
- Weld shearer
- Rail grinders (head, web & base)
- Ultrasonic testing equipment (separate)

3.6.3 Drive and power transmission

Engine

Water cooled Diesel engine of international diesel engines manufacturers (as GM, Pielstick, Deutz, etc...)

Engine output: min 380 kW

The engine and auxiliary installations have to be mounted to the chassis by means of rubber steel springs. An engine housing is provided.

Engine stop button operated from outside or inside the cabins.

Engine preheating system

For starting the machine at low temperatures (under - 10°C) an engine pre-heating has to be provided. A heating element shall have to be integrated in the cooling water cycle of the diesel engine. The power supply has to be provided externally by means of 220 V alternating voltage. Corresponding sockets have to be mounted on the machine.

The diesel filters of the diesel engine could be additionally pre-heated.

The heating works at 24 V and has to be activated after starting the engine.

The diesel engine must be equipped with a flame-type heater.

Engine compartment temperature monitoring system

The engine compartment has to be fitted with temperature sensors. An optical pre-alarm (blinking light) has to be triggered by a control unit when the temperature rises in the engine compartment. When the set temperature threshold is exceeded, an optical and acoustic alarm will go off.

Power Transmission

Hydrostatic drive from Diesel-engine onto both axles via hydraulic pump is required, hydraulic motors and two speed axle gear box too.

Max. travelling speed:

under own power: 70 km/h*)

towed: 70 km/h*) in both directions.

Subject to the observance of the regulations concerning the operation, maintenance and the pertinent rules of vehicle registration.

Control

Electric-hydraulic control from the cabin during transfer and work.

Tachograph

In conjunction with a speedometer a tachograph shall be installed in the machine, which gives information on speed reached, working time, distance covered, etc.

3.6.4 Brakes

The brake system is compatible with the brake system of the rolling stock of the KS.

Type

Pneumatic block brakes acting on all wheels according to UIC regulations, two blocks per wheel.

Control

The brakes have to operate by hand controlled valves.

Indirect train brake system with KE-valve

The machine has to be equipped with an KE-valve (or equivalent) and connections for train braking system allowing the machine to be braked by the traction vehicle during transfer.

Driver's brake valve

A driver's brake valve in the cabin shall have to allow the braking of hauled wagons in combination with the indirect train braking system.

Parking brake

Mechanical brake, activated by a hand wheel over a spindle, a chain pull, and levers, applying on one axle.

3.6.5 Pneumatic system

It shall be preferably constituted by two-cylinder compressor for pressure air supply of:

- brake system
- auxiliary operations
- warning device

The pneumatic circuit has to essentially consist of compressor with filter, cooling circuit, pressure regulator, defroster, air tanks, water separator, air lubricator and brake and control valves.

An air dryer has to be integrated in the pneumatic system.

Air pressure warning device

The air pressure warning device shall be made by an international manufacturer as ZÖLLNER or equivalent)

mainly consisting of an air tank, control valves, operating buttons and a pair of pneumatic horns (high volume air horn/low volume whistle).

3.6.6 Hydraulic system

Sturdy vane pumps and axial piston pumps provide the working units and drive with the required pressure oil.

A special cooling circuit with large oil cooler and thermostat has to maintain a constant operating temperature.

Modern control valves have to guarantee the exact sequence of all hydraulic operations.

The hydraulic oil tank must be provided with suction and return filters with contamination indicators.

Preheating system for hydraulic oil

For starting the machine at low temperatures (under 0°C) a preheating device for the hydraulic oil must be provided. Heat coils have to be mounted in the hydraulic oil tank. External power supply via 220 V alternating voltage through sockets.

Emergency pump

An electric driven emergency pump must be integrated in the system.

3.6.7 Electric system

24 V d.c. system for starter, lights, signals and control circuits must be installed.

The electronic elements must be of modular design, which provide for a high degree of operational safety and ease of servicing. All electronic elements exposed to weather influences have to be in splash-proofed design.

Power supply

Three-phase generators (alternators) branched in parallel powered by the Diesel engine shall be preferably installed as 12 V-batteries in series, 200 Ah.

Microprocessor control

The machine shall be equipped with a microprocessor control to effect the execution of the hydraulic working processes and the sequence of operations.

It must consist of a digital part (microprocessor), several control circuit boards and an analogue part for the measuring systems.

The modular design enables the printed circuit boards to be interchanged easily.

The process control improves the reliability of all circuits. It replaces all relay controls. Which means that a fast availability of the machine must be always guaranteed.

Lights

Head and tail lights corresponding to KS-railway regulations must be provided.

By adjustable reflectors sufficient illumination of the working area, of the working units, and of the track in front and behind of the machine must be guaranteed.

Lamps on the ceiling of the cabin are needed..

Brake lights on both ends

Brake lights must be provided on both ends.

Signal installation

Electric horn operated from outside or inside the cabin must be provided.

3.6.8 Cabin

The cabin shall have a fully enclosed spacious heat and sound insulation system, with large dimensioned, tinted safety glass windows. It shall be located as much as possible in the middle part of the machine.

It shall contain all controls for working and transfer drive clearly arranged.

The special design of the driver's desk and the driver's seat shall have to provide good visibility in driving direction. A good view onto the working units must be also guaranteed.

Driver's and operator's seats have to meet ergonomic requirements.

The interior height of front and rear cabin must be minimum 1.90 m.

Entrance to the cabin has to be via ladders with hand rails from the sides, a safety platform and a lockable door.

Vibration and sound insulation of the cabins

The cabins has to be located on a separate frame which has to be insulated by rubber springs against vibrations and shocks coming from the main machine frame.

The cabins shall be sound-proofed and insulated by the following:

- Lining with hardly combustible sound dampening material.
- Coating of the material with perforated aluminium plates.
- Apertures in the floor sheets and walls to be sealed by sleeves, bellow joints or similar.

- All tubes and conduits leading to the outside to be housed in protective sleeves.
- The entire floor of the cabin to be covered by a corrugated rubber mat.

Windshield wipers and screen washers

In order to provide good visibility even during rain, the front windows of the cabin have to be equipped with windshield wipers. Screen washers must be also provided.

Cabin ventilation

Cabin ventilation with filter for suction, 1 unit at least, must be provided.

Cabin heating

Warm air heating with a total output of at least 6 kW must be provided.

Air conditioning

For cooling the cabin in case of high outside temperatures, 1 unit to be provided.

Fire extinguisher

1 unit in the cabin, compliant with Local Regulations.

3.6.9 Operating Requirements

Before start of work it should be possible to lift up the front end of the machine.

The front cabin housing must be pushed to the rear to slew the welding head sideways.

The crane shall have an operating which will permit all welding operations to take place on the track centre, on the left or right rail and up to 3,200 mm from track centre line preferably.

The welding head shall be positioned by the telescopic jib crane.

The sleepers do not hinder the welding process.

The welding head shall be mounted on a telescopic manipulator. In this way this can be positioned exactly and all movements shall be carried out by servo control.

Centring, welding and shearing have to be performed in one operation, preferably. performed in one operation. The results achieved using the welding machine shall permit very high durability of the welds. The Tenderers shall have to provide records of weldings done by the proposed machine for other Railway Networks in order to show proven experiences.

Fully automatic control of the entire welding sequence is required to guarantee the maximum quality and standardisation of the welding.

Multi-channel plotter to record the welding process is required on the machine, ultimate model.

A recorder shall be provided to simultaneously record:

- a) forging pressure

- b) upset
- c) magnitude of current
- d) duration of welding (for initial quantity control)

3.6.10 Spare Parts

The Contractor shall provide spare grinding heads for a program of 2,000 welds.

4 Drawings

Not Applicable.

PART 3 – Contract

Section VII. General Conditions of Contract

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- 1. Definitions**
- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, 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. Subcontracting**
- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

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

- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 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
Amend-
ments**

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.

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

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

Section IX. Contract Forms

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Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter "the Purchaser"), of the one part, and _____ 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 _____