



**GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI
LANKA**

**MINISTRY OF TRANSPORT, HIGHWAYS AND URBAN DEVELOPMENT
LANKA METRO TRANSIT (PVT) LTD**

**PROCUREMENT OF 50 LOW-FLOOR COMFORTABLE BUSES FOR
PASSENGER TRANSPORT SERVICES IN URBAN AREAS**

PROCUREMENT NO: LMT/CEO/PRO/2026/010

Issued to:

.....

Date

.....

Signature of issuing officer

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INVITATION FOR BIDS (IFB)
**MINISTRY OF TRANSPORT, HIGHWAYS AND URBAN
DEVELOPMENT**
LANKA METRO TRANSIT (PVT) LTD
**Procurement of 50 Nos. Low-Floor Comfortable Buses for Passenger
Transport Services in Urban Areas**

Procurement No: LMT/CEO/PRO/2026/010

1. The Chairman, High Level Procurement Committee on behalf of Lanka Metro Transit (Pvt) Ltd, 07th floor, Sethsiripaya Stage II, Battaramulla, Sri Lanka, invites sealed bids from Eligible Bidders for the Procurement of 50 Nos. Comfortable Low-Floor Buses for Passenger Transportation in the Urban Areas, up to under National Competitive Bidding Procedure.
2. An eligible bidder can be a Single bidder, a JV, or a Consortium (of 03 members max.)
 - (i) led by a lead member as described below:
 - a. A Single bidder can either be a Local Agent of a Bus Manufacturer or a Bus Manufacturer with a local agent, or a Supplier with authorization from a Bus Manufacturer with a local agent for the offered buses.
 - b. JV or a Consortium can either have a local agent of a Bus Manufacturer or a Bus Manufacturer with a local agent as a member or can have authorization from a Bus Manufacturer with a local agent for the offered buses.
 - (ii) The Bidder, either as a Single bidder or as a JV or a Consortium, if he is not the Bus Manufacturer, shall have at least 05 years of experience with project financing, to be supported with previous experience records. If the bidder has participated as a partner of a Joint Venture in a project, the percentage of the bidder's contribution shall be more than 20% of the entire project to claim experience.
 - (iii) The Manufacturer of the buses intended to be offered, (a) as the Single bidder or (b) as a member of a JV or a Consortium or (c) as the supplier to a Single bidder or a JV or a Consortium, shall have (i) at least 15 years' experience in bus manufacturing (ii) manufactured 750 buses par with requested technical specification type per year at least during 03 years out of last 05 years,, (iii) exported/sold more than 50 buses to each of at least 05 countries per year including the Manufacturer's country (iv) have international quality certifications ISO 9001, Department of Motor Traffic(DMT) regulations in Sri Lanka to be satisfy.
 - (iv) The Manufacturer of the buses intended to be offered by the proponent shall have a registered Local Agent with workshop facilities having a minimum floor area of 1200 sq.ft., adequate, qualified and trained personnel comprising at least one (01) Mechanical Engineer, one (01) Foreman, and eight (08) Technicians, and evidence of having imported buses or any other vehicles, excluding three-wheelers and motorbikes, in at least two (02) out of five (05) consecutive years. The Local Agent shall also have at least 05 years of experience in bus repair and maintenance to attend to warranty obligations during the warranty period. In addition, an adequate quantity of spares and the services of a Resident Engineer of the Manufacturer shall be available with the Local Agent during the warranty period.
 - (v) The Bidder shall have positive Net Assets with an asset-to-liability ratio not less than 60% and positive operating profit at least during 03 years out of the last 05 years, and the Average Working Capital of the Bidder shall exceed SLR 1500 Mn at least during 02 years out of the last 05 years. The Bidder's Average Annual Turnover shall be more than SLR 3000 Mn annually at least during 03 years out of the last 05 years.

If the Bidder is a JV or a Consortium, it shall have positive Net Assets with an Assets-to-Liabilities ratio not less than 60% and positive operating profit at least during 03 years out of the last 05 years; the Average Working Capital shall exceed SLR 1500 Mn at least during 02 years out of the last 05 years & Annual Turnover of shall be more than SLR 3000 Mn annually at least during 03 years out of the last 05 years for JV/Consortium partners taken together.

(vi) Documentary evidence on all the above shall be submitted to establish that the bidder is eligible. Bids submitted by bidders who fail to establish their eligibility shall not be considered.

3. A pre-bid meeting will be held at on at
4. Bids shall be valid up to
5. Bids must be accompanied by a Bid Security as per the format included in section IV (Bidding forms) and the amount shown in the below table, irrevocable & unconditionally encashable upon the first written request by the Chairman, Lanka Metro Transit (Pvt) Ltd. Bid security should be issued by a registered commercial bank approved by the Central Bank of Sri Lanka recognized by central bank of Sri Lanka. Any Bid not accompanied by a valid Bid Security will be rejected.

The amount of the Bid Security shall be as follows,

Type	Bid security in LKR
50 Low-Floor Comfortable Buses for Passenger Transport Services in Urban Areas	30 Mn

The validity period of the Bid Security shall be until

6. Every bidder or any person who acts as an agent or sub-agent, representative or nominee for or on behalf of any bidder shall register himself before submission of bids with the Registrar of Public Contracts, Sri Lanka, as required by the Public Contract Act Number 03 of 1987. The Original Certificate of registration shall be submitted with the bid. The bids of those bidders who failed to submit such an Original Certificate shall be rejected.
7. All pages of the Bid Documents shall be initialed by the bidder and his seal affixed.
8. The Bids will be closed at..... Sealed bids should be hand-delivered to:

The Chairman,
High Level Procurement Committee,
Ministry of Transport, Highways and Urban Development
07th floor, Sethsiripaya Stage II,
Battaramulla.

The sealed cover, containing the ‘Original’ and the ‘Copy’ of the Bid in two separate envelopes, should be marked “**PROCUREMENT OF 50 NOS. COMFORTABLE LOW FLOOR BUSES FOR PASSENGER TRANSPORTATION IN THE URBAN AREAS**” at the top of the left-hand corner of the envelope.

9. Bids will be opened immediately after the closing of the Bid at the Transport section of the Ministry of Transport, Highways and Urban Development, 07th floor, Sethsiripaya Stage II, Battaramulla. Bidders or their authorized representatives are requested to be present at the opening of the bids.

10. To obtain further information, eligible bidders should contact:

Chairman
Lanka Metro Transit (Pvt) Ltd,
Wing-C
07th floor, Sethsiripaya Stage II,
Battaramulla.
Telephone: 0112187217 Email: procurement@lankametro.lk

11. To inspect and purchase the bidding documents in English, eligible bidders should contact the following numbers, and anyone can inspect the bidding documents through the ministry's website. (www.moth.gov.lk)

Procurement Division
Lanka Metro Transit (Pvt) Ltd, Wing-C
07th floor, Sethsiripaya Stage II,
Battaramulla.
Tel/Fax: 0112187217

- (i) The relevant bidding document can be purchased by paying a non-refundable deposit of 100,000 LKR valid in Sri Lanka to an official bank account of **Lanka Metro Transit (Pvt)Ltd, People's Bank, Battaramulla Branch, Account number 208100170059359**, and handing over the bank slip or direct transfer slip to the above-mentioned address.
- (ii) Bidding Documents will be issued during normal working days from 09.00 hrs to 15.00 hrs. at the address under para. 11 above, from to

SECTION I. INSTRUCTIONS TO BIDDERS (ITB)

ITB shall be read in conjunction with Section II, Bidding Data Sheet (BDS), which shall take precedence over ITB.

A. General

1. **Scope of Bid**
 - 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are **specified in the BDS**. The name, identification, and number of lots (Individual contracts), if any, **are provided in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered 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 Payments under this contract will be financed by the source **specified in the BDS**.
3. **Ethics, Fraud And corruption**
 - 3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:
 - Parties associated with Procurement Actions, namely, suppliers/contractors and officials, shall ensure that they maintain strict confidentiality throughout the process;
 - Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducements shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
 - 3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
 - (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

- (c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
- (d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

3.3 If the Purchaser found any unethical practices as stipulated Under ITB Clause 3.2, the Purchaser will reject a bid if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

4. Eligible Bidders 4.1 All bidders shall possess legal rights to supply the Goods under this contract.

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

- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these bidding Documents; or
- (b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, www.npa.gov.lk.

4.4 Foreign Bidder may submit a bid only if so, stated in the in **the BDS**

5. Eligible Goods and Related Services

5.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards.

B. Contents of Bidding Documents

6. Sections of Bidding Documents
- 6.1 The Bidding Documents consist of 1 Volume, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

Volume 1

- Invitation for Bid
- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Schedule of Requirements
- Section VI. Conditions of Contract (CC)
- Section VII. Special Conditions of Contract
- Section VIII. Contract Forms

- 6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
7. Clarification of Bidding Documents
- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of Specifications shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry, but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.
8. Amendment of Bidding Documents
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

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 (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in the English language.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with **ITB Clauses 12, 14, and 15**;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;
 - (c) documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;
 - (d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (e) any other document required in the BDS.
- 12. Bid Submission Form and Price Schedules** 12.1 The Bidder shall submit the Bid Submission Form 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.
- 13. Alternative Bids** 13.1 Alternative bids shall not be considered.
- 14. Bid Prices and Discounts** 14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.
- 14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.
- 14.3 If so, indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.
- 14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales, and other taxes already paid or payable by the Supplier:
- (a) on components and raw materials used in the manufacture or assembly of goods quoted; or
 - (b) on the previously imported goods of foreign origin
- (ii) However, VAT shall not be included in the price but shall be indicated separately;

- (iii) the price for inland transportation, insurance, and other related services to deliver the goods to their final destination;
 - (iv) the price of other incidental services.
- 14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected. pursuant to ITB Clause 31
- 14.6 All lots, if any, and items 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.
- 15. Currencies of Bid**
 - 15.1 Unless otherwise stated in the Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees, and payment shall be payable only in Sri Lankan Rupees.
- 16. Documents Establishing the Eligibility of the Bidder**
 - 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
- 17. Documents Establishing the Conformity of the Goods and Related Services**
 - 17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid, the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
 - 17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
 - 17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 18. Documents Establishing the Qualifications of the Bidder**
 - 18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
 - (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;

- (b) that, if **required in the BDS**, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts- stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualifications criterion specified in Section III, Evaluation and Qualification Criteria.

19. Period of Validity of Bids

- 19.1 Bids shall remain valid until the date **specified in the BDS**. A bid valid for a shorter date shall be rejected by the Purchaser as non-responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity date, 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 20, 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.

20. Bid Security

- 20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.
- 20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lankan Rupees, and shall:
 - (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
 - (b) be issued by an institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, www.npa.gov.lk.
 - (c) be substantially in accordance with the form included in Section IV, Bidding Forms;
 - (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for the period specified in the BDS.
- 20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.
- 20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.
- 20.5 The Bid Security may be forfeited or the Bid Security Declaration executed:
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub- Clause 19.2; or

- (b) if a Bidder does not agree to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
- (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 42;
 - (ii) furnish a Performance Security in accordance with ITB Clause 43.

21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on

21. Format and Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.

behalf of the Bidder.

21.3 Any interlineations, 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

22. Submission, Sealing and Marking of Bids

22.1 Bidders may always submit their bids by mail or by hand.

- (a) Bidders submitting bids by mail or by hand shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copy shall then be enclosed in one single envelope.

22.2 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 23.1;
- (c) bear the specific identification of this bidding process as 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 261.

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.

23. Deadline for Submission of Bids

23.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS.**

23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents 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.

- 24. Late Bids**
- 24.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 25. Withdrawal, and Modification of Bids**
- 25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). 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 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “MODIFICATION;” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.
- 25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1
- 25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.
- 26. Bid Opening**
- 26.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS.**
- 26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at the Bid opening shall be considered further.
- 26.3 All other envelopes shall be opened one at a time, read ing out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out 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 24.1.

- 26.4 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 or modification, the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

E. Evaluation and Comparison of Bids

- 27. Confidentiality** 27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award: it should do so in writing.
- 28. Clarification of Bids** 28.1 To assist in the examination, evaluation, comparison, and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. 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 30.
- 29. Responsiveness of Bids** 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding documents 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 Documents, 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.

29.3 If a bid is not substantially responsive to the Bidding Documents 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.

**30. Nonconformities
Errors, and
Omissions**

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

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

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

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

30.4 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 shall be forfeited or its Bid Securing Declaration shall be executed.

**31. Preliminary
Examination of
Bids**

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

31.2 The Purchaser shall confirm that the following documents and information have been provided in the bid. If any of these documents or information is missing, the Bid shall be rejected.

- (a) Bid Submission Form, in accordance with ITB Sub Clause 12.1;

- (b) Price Schedules, in accordance with ITB Sub-Clause 12;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.
- 32. Examination of Terms and Conditions; Technical Evaluation**
 - 32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the **Contract Data** have been accepted by the Bidder without any material deviation or reservation.
 - 32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
 - 32.3 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 29, the Purchaser shall reject the Bid.
- 33. Conversion to Single Currency**
 - 34.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid Prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday, the earliest working day prior to the date shall be applicable.
- 34. Domestic Preference**
 - 34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.
- 35. Evaluation of Bids**
 - 35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
 - 35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies, and criteria defined in this ITB Clause 35.
 - 35.3 To evaluate a Bid, the Purchaser shall consider the following:
 - (a) the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
 - (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
 - (e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.
 - 35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related

to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids

- 35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow The Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Bids

- 36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.

37. Postqualification of the Bidder

- 37.1 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.

- 37.2 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 18.

- 37.3 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.

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

- 38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

39. Award Criteria

- 39.1 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 Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

- 40.1 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 V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

41. Notification of Award

- 41.1 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.
- 41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

- 41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.
- 42. Signing of Contract**
- 42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.
- 42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.
- 43. Performance Security**
- 43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.
- 43.2 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 or execution of the Bid- Securing Declaration. 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. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is Lanka Metro Transit (Pvt) Ltd
ITB 1.1	The name of the procurement is: “Procurement of 50 Low - Floor Comfortable Buses for Passenger Transport Services in Urban Areas” The identification number of this procurement is: LMT/CEO/PRO/2026/010
ITB 2.1	The source of funding is the Government of Sri Lanka
ITB 4.1	(i) An eligible bidder can be a Single bidder, a JV, or a Consortium (of 03 members max.) led by a lead member as described below: (a) A Single bidder can either be a Local Agent of a Bus Manufacturer or a Bus Manufacturer with a local agent or a Supplier with authorization from a Bus Manufacturer with a local agent for the offered buses. (b) A JV or a Consortium can either have a local agent of a bus manufacturer or a Bus Manufacturer with a local agent as a member or can have authorization from a Bus Manufacturer with a local agent for the offered buses. (ii) The Bidder, either as a Single bidder or as a JV or a Consortium, if he is not the Bus Manufacturer, shall have at least 05 years of experience with project financing, to be supported with previous experience records. If the bidder has participated as a partner of a Joint Venture in a project, the percentage of the bidder’s contribution shall be more than 20% of the entire project to claim experience. (iii) The Manufacturer of the buses intended to be offered, (a) as the Single bidder or (b) as a member of a JV or a Consortium or (c) as the supplier to a Single bidder or a JV or a Consortium, shall have (i) at least 15 years’ experience in bus manufacturing (ii) manufactured 750 buses par with requested technical specification per year at least during 03 years out of last 05 years,, (iii) exported/sold more than 50 buses to each of at least 05 countries per year including the Manufacturer’s country (iv) have international quality certifications such as ISO 9001, DMT regulations of Sri Lanka to be satisfied (iv) The Manufacturer of the buses intended to be offered by the proponent shall have a registered Local Agent with workshop facilities having a minimum floor area of 1200 sq.ft., adequate, qualified and trained personnel comprising at least one (01) Mechanical Engineer, one (01) Foreman, and eight (08) Technicians, and evidence of having imported buses or any other vehicles, excluding three-wheelers and motorbikes, in at least two (02) out of

	five (05) consecutive years. The Local Agent shall also have at least 05 years of experience in bus repair and maintenance to attend to warranty obligations during the warranty period. In addition, an adequate quantity of spares and the services of a Resident Engineer of the Manufacturer shall be available with the Local Agent during the warranty period. (v) The Bidder shall have positive Net Assets with an asset-to-liability ratio not less than 60% and positive operating profit at least during 03 years out of the last 05 years, and the Average Working Capital of the bidder shall exceed SLR 1500 Mn at least during 02 years out of last 05 years. The Bidder's Average Annual Turnover shall be more than SLR 3000 Mn annually at least during 03 years out of the last 05 years. If the Bidder is a JV or a Consortium, it shall have a positive Net Assets with Asset liability ratio not less than 60% and positive operating profit at least during 03 years out of last 05 years, the Average Working Capital shall exceed SLR 1500 Mn at least during 02 years out of last 05 years & Average Annual Turnover of shall be more than SLR 3000 Mn annually at least during 03 years out of last 05 years for JV/Consortium partners taken together. Documentary evidence on all the above shall be submitted to establish that the bidder is eligible. Bids submitted by bidders who fail to establish their eligibility shall not be considered. (vi) Every bidder or any person who acts as an agent or sub agent, representative or nominee for or on behalf of any bidder shall register himself before submission of bids with the Registrar of Public Contracts, Sri Lanka as required by the Public Contract Act Number 03 of 1987. The Original Certificate of registration shall be submitted with the bid. The bids of those bidders who failed to submit such an Original Certificate shall be rejected. (vii) The successful bidder shall provide the relevant particulars required by the Public Contract Act No. 03 of 1987 to the Registrar of Public Contracts upon the award of the procurement.
	B. Contents of Bidding Documents
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Chairman Lanka Metro Transit (Pvt) Ltd. Wings C, 7th Floor, Sethsiripaya Stage II, Baththaramulla. Telephone: 0112187217 (Please contact the above telephone number during office hours.) Email: procurement@lankametro.lk , ayeshmantha@lankametro.lk Pre-bid meeting will be held at.....2026 on.....a.m. at Lanka Metro Transit (Pvt) Ltd, 07th floor, Sethsiripaya Stage II, Battaramulla.

	C. Preparation of Bids
ITB 11.1(e)	The Bidder shall submit the following additional documents: - All pages signed & stamped the bid document - Certificate of Business Registration of the bidder - Certificates of Registration issued by the Registrar of Contracts in terms of the Public Contract Act Number 03 of 1987 - Documentary evidence of the Bidder's experience (Min. 05 years) in project financing, if he is not the Manufacturer of the offered buses Documentary evidence of - Bus Manufacturer's experience (Min. 15 years) - that the Bus Manufacturer has manufactured 750 buses par with requested technical specification per year at least during 03 years out of the last 05 years - that the Bus Manufacturer has exported/sold more than 50 buses to each of at least 05 countries per year, including the Manufacturer's country - that the Bus Manufacturer has international quality certifications ISO 9001, DMT regulation in Sri Lanka - Certificate of Business Registration of Accredited Local Agent of Bus Manufacturer - Documentary evidence of Accredited Local Agent's experience in vehicle maintenance (Min. 05 years) - Details of Workshop facilities and spare parts available with the Accredited Local Agent. - Documentary evidence for Workshop Facilities and Trained Personnel CVs, including their EPF & ETF details (issued by the Department of Labour) - The positive net asset with an asset-liability ratio not less than 60% and positive operating profit for at least 03 years out of the last 05 years. - The average working capital of the bidder, at least during 02 years out of the last 05 years, shall exceed SLR 1500 Mn. - The average annual turnover shall be more than SLR 3000 Mn. Annually, at least during 03 years out of the last 05 years. - Copy of JV/Consortium Agreement - Power of Attorney for the Authorized Signatory (from the Single bidder, JV or Consortium) - Warranty certificate from the Bus Manufacturer - Certificate on the availability of spare parts for 12 years from the Bus Manufacturer - Certificate on availability of after-sales services from the Bus Manufacturer - Operation manual, technical manual, Maintenance manual, Spare Parts catalogue in Hard copies and on USB drives - 10 customer feedback with contact details from suppliers in the last 5 years. The above documents are in addition to the following documents mentioned in ITB 11.1(a), (b), (c), and (d): - Bid Submission Form - Price Schedule - Bid Security - Manufacturer's Authorization as per ITB 18.1 (a)
ITB 15.1	The bidder shall quote in Sri Lankan Rupees, and payments shall be in Sri Lankan Rupees.
ITB 17.3	The bidder shall certify the availability of spare parts for 10 years from the delivery date for the offered buses.

ITB 18.1 (b)	After-sales service is required		
TB 19.1	The bid shall be valid until.....2026		
ITB 20.1	The bid shall include a Bid Security (issued by a commercial bank authorized by the Central Bank of Sri Lanka) as included in Section IV Bidding Forms;		
ITB 20.2	The amount of the Bid Security shall be as follows, <table border="1"> <tr> <td>50 Buses</td><td>30 Mn</td></tr> </table> The validity period of the Bid Security shall be until.....2026 Non-collusion affidavit form should be submitted by the bidder (Form included in section IV) -	50 Buses	30 Mn
50 Buses	30 Mn		
	D. Submission and Opening of Bids		
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification marks as “Procurement of 50 Low - Floor Comfortable Buses for Passenger Transport Services in Urban Areas” The bidder shall quote for either(in one envelope)		
ITB 23.1	For bid submission purposes, the Purchaser’s address is: Chairman, High Level Procurement Committee, Ministry of Transport, Highways and Urban Development 07th floor, Sethsiripaya Stage II, Battaramulla. The deadline for the submission of bids is: Date: 2026 Time: 2.00 p.m.		
ITB 26.1	The bid opening shall take place at: Ministry of Transport, Highways and Urban Development, (Transport Division), 7th floor, Sethsiripaya Stage II, Battaramulla. Date: 2026 Time: 2.00 p.m.		
	E. Evaluation and Comparison of Bids		
ITB 34.1	Domestic preference shall not be a bid evaluation factor.		

ITB 35.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria²¹: a) Deviation in Delivery schedule: No b) Deviation in payment schedule: No c) The cost of major replacement components, mandatory spare parts, and service: No d) Other specific criteria: The availability of spare parts and after-sales services in the Purchaser's Country for the equipment offered in the bid: Yes Periodical services and repair services shall be carried out at the workshop
ITB 35.4	Evaluation of received bids will be carried out in 03 stages Stage 01- Preliminary evaluation: The purchaser shall examine whether all required documents [those mentioned in ITB Clause 11.1(a), (b), (c), (d) & (e)] have been provided by bidders Stage 02- Evaluation for compliance with Terms & Conditions of the bid and technical specifications: Bidders who have qualified for further evaluation after Preliminary evaluation shall be evaluated for compliance to Terms & Conditions of the bid and technical specifications. The purchaser shall examine whether bidders comply with Terms & Conditions of the bid and technical specifications Stage 03- Price and other relevant factors evaluation Bids that have been found to be substantially responsive after evaluation stages 01 & 02 would be evaluated on price and other relevant factors to determine the lowest evaluated bid
ITB 35.5	Bidders shall quote for all the items in the price schedule.
ITB 41	The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Working Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, the Standstill Period shall not apply. The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall be issued according to the procurement guideline

Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

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

Contents

1. Evaluation Criteria (ITB 35.3 {d})
2. Evaluation Criteria (ITB 35.4
3. Multiple Contracts (ITB 35.5)
4. Domestic Preference (ITB 34.1)
5. Post-qualification Requirements (ITB 37.2)

1. Evaluation Criteria (ITB 35.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14, one or more of the following factors as specified in ITB Sub-Clause 35.3(d) and in BDS referring to ITB 35.3(d), using the following criteria and methodologies.

- (a) Delivery schedule – Not applicable

Option 1

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section V, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 35.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section V, Delivery Schedule.

Option 2

The goods covered under this invitation are required to be delivered within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the **Bid Data Sheet**, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

Option 3

The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage age, specified in **the Bid Data Sheet**, of price per week of variation from the specified delivery schedule.

(b) Deviation in payment schedule. [insert one of the following] – Not applicable

(i) *Bidders shall state their bid price for the payment schedule outlined in the Special Conditions of Contract. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the Special Conditions of Contract.*

or

(ii) *The Special Conditions of Contract stipulates the payment schedule specified by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in the Contract Data, at the rate per annum specified in BDS Sub-Clause 35.3 (d).*

(c) Cost of major replacement components, mandatory spare parts, and service.
[insert one of the following]- Not applicable

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 17.3, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only. Add quantities*

or

(iii) *The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS Sub-Clause 17.3. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price, for evaluation purposes only.*

(d) Specific additional criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS Sub-Clause 35.3(d)

2. Evaluation Criteria (ITB 35.4)

Evaluation of received bids will be carried out in 03 stages.

Stage 01- Preliminary evaluation:

The purchaser shall examine whether all required documents [those mentioned in ITB Clause 11.1(a), (b), (c), (d) & (e)] have been provided by bidders

Stage 02- Evaluation for compliance with Terms & Conditions of the bid and technical specifications:

Bidders who have qualified for further evaluation after Preliminary evaluation shall be evaluated for compliance to Terms & Conditions of the bid and technical specifications.

The purchaser shall examine whether bidders comply with the Terms & Conditions of the bid and technical specifications

Stage 03- Price and other relevant factors evaluation

Bids that have been found to be substantially responsive after evaluation stages 01 & 02 would be evaluated on price and other relevant factors to determine the lowest evaluated bid.

Bids that have been found to be substantially responsive after evaluation stages 01 & 02 would be evaluated based on the offered Price, Maintenance & Repair cost to determine the lowest evaluated bid.

For each bidder, the Per Maintenance Km Price without VAT would be established by dividing the offered Price without VAT by the offered Maintenance Kilometerage.

From the submitted particulars on Annual Maintenance & Repair Costs for 05 years of operation, Average cost for Maintenance & Repair cost per km of operation would be established.

During evaluation, weightage given for price is 60 marks.

The formula for determining the Price score is as follows:

- $P_s = 60 \times P_{min.} / P$, in which P_s is the Price score, $P_{min.}$ is the lowest price and P the price of the proposal under consideration.

The formula for determining the Maintenance score is as follows:

- $M_s = 40 \times M / M_{min.}$, in which M_s is the Maintenance score, $M_{min.}$ is the lowest Maintenance and M is the Maintenance of the proposal under consideration.

The formula for determining the Maintenance & repair score is as follows:

Aggregate = $P_s + M_s$

The contract will be awarded to the bidder who receives the highest aggregate.

3. Multiple Contracts (ITB 35.5) – Not Applicable

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 37.2 Post-Qualification Requirements)

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.8
- I. (b) take into account:
 - (i) the lowest-evaluated bid for each lot and
 - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid.”

3. Post qualification Requirements (ITB 37.2) – Not Applicable

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 36.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

- (a) Financial Capability
The Bidder shall furnish documentary evidence that meets the following financial requirement(s):
- (b) Experience and Technical Capacity
The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):
- (c) The Bidder shall furnish documentary evidence to demonstrate that the Goods It offers meets the following usage requirements:

4. Domestic Preference (ITB 34.1) – Not applicable

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in Sri Lanka for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in Sri Lanka, for which (i) labor, raw materials, and components from within Sri Lanka account for more than thirty (30) percent of the price quoted; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
- (b) **Group B:** All other bids

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other, and if as a result of this comparison a bid from Group A, it shall be selected for the award.

If, as a result of the preceding comparison, the lowest evaluated bid is from Group B, all Group B bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of goods offered in the bid for Group B, for the purpose of further comparison only an amount equal to % of the bid price ²⁸:

Section IV. Bidding Forms

Table of Forms

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Bid-Securing Declaration	34
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Bid Submission Form

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

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

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

To: **Chairman, Lanka Metro Transit (Pvt) Ltd**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the Following Goods and Related Services.
- | | |
|---|----|
| Low-Floor Comfortable Buses for Passenger Transport Services in Urban Areas | 50 |
|---|----|
- (c) The total price of our Bid without VAT, including any discounts offered, is: *[insert the total bid price in words and figures]*;
- (d) The total price of our Bid including VAT and any discounts offered, is: *[insert the total bid price in words and figures]*;
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, 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 accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;
- (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.

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

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

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

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

Price Schedule

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

PRICE SCHEDULE

Bid for the Procurement of 50 Low - Floor Comfortable Buses for Passenger Transport Services in Urban Areas.

1. Name of the Bidder.....
.....
2. Name of the Local Agent:
3. Address:
.....
4. Name of the Manufacturer:
[If different from (1) above]
5. Country of Origin:
6. Make/Model:
7. Year of manufacture:
8. Delivery within:
9. Total Price without VAT: Rs.
(in words) Rs.....
.....

Breakdown of prices for Procurement of 50 Low - Floor Comfortable Buses for Passenger Transport Services in Urban Areas

We agree to abide by the Bid conditions of the Ministry of Transport, Highways and Urban Development.

1	2	3	4	5	6	7	8	9	10
			Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)						
Line Item No.	Description of Goods or related services	Qty and unit	Unit price (inclusive of duties, sales, and other taxes) Excluding VAT	Price per line item (col.3*4)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 4	Discounted Total Price (if any) excluding VAT	Total Price Excluding VAT (Col 5+6)	VAT	Total Price Including VAT (Col 7 or 8+9)
1									
Sub Total									

Signed :

In the capacity of :

Name :

Duly authorized to sign on behalf of :

Date : Company Seal

Format for Annual Maintenance & Repair Costs for 5 years

(The bus operation is estimated at 150 km per day, operating 28 days per month, resulting in a total annual mileage of 50,500 km. For evaluation and contractual purposes, this has been rounded and finalized as 55,000 km per year.

The following routes have been considered for the operation of the bus. A detailed breakdown is provided in the table below.

The Purchaser shall enter into a maintenance agreement with the selected supplier, and the corresponding costs indicated herein shall be applicable. Such costs shall be clearly included in the tender evaluation and will be taken into consideration as part of the Price evaluation process.)

Pettah - Kadawatha or any other long distances		<i>(to be filled by the bidder)</i> <i>Costs of Maintenance & Repair work covered by the warranty offered as described in CC 27.3 should not be included</i>				
Annual mileage travelled	Operational year	Maintenance material costs	Maintenance labor cost	Repair material costs	Labour cost for repairs	Total Cost per kilometer (USD)
55,000	Year 1					
55,000	Year 2					
55,000	Year 3					
55,000	Year 4					
55,000	Year 5					
Total						<i>[M = Maintenance cost]</i>

- During evaluation, the average per kilometer cost shall be considered

Bid Guarantee

[Note: the purchaser is required to fill the information marked as “” and delete this note prior to selling of the bidding document]*

*[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]
----- [insert issuing agency's name, and address of issuing branch or office] -----*

Beneficiary: Chairman, Lanka Metro Transit (Pvt)Ltd.

Date: ----- *[insert (by issuing agency) date]*

BID GUARANTEE No.: ----- *[insert (by issuing agency) number]*

We have been informed that ----- *[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated ----- *[insert (by issuing agency) date]* (hereinafter called "the Bid") for the supply of *[insert name of Supplier]* under Invitation for Bids No. ----- *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

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

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

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise, it will remain in force up to ----- *(insert date)*

Consequently, any demand for payment under this Guarantee must be received by us at The office on _____ or _____ before _____ that _____ date. _____
[signature(s) of authorized representative(s)]

Bid-Securing Declaration

[Note: the purchaser is required to fill the information marked as “” and delete this note prior to selling of the bidding document]*

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

Date: -----*[insert date by bidder]*

*Name of contract -- *[insert name]*

Contract Identification N^o: -----[insert number]*

*Invitation for Bid No.: ----- *[insert number]*

*To: ----- *[insert the name of the Purchaser]*

We, the undersigned, declare that:

1. We understand that, according to instructions to bidders (hereinafter “the ITB”), bids must be supported by a bid-securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have being invited by any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Agency of Sri Lanka, for the period of time of *three years starting on the latest date set for closing of bids of this bid*, if we:
 - (a) withdraw our Bid during the period of bid validity period specified; or
 - (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or
 - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JV, the Bid Securing Declaration 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 Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed *[insert signature(s) of authorized representative]* In the Capacity of *[insert title]*

Name *[insert printed or typed name]*

Duly authorized to sign the bid for and on behalf of *[insert authorizing entity]*

Dated on *[insert day]* day of *[insert month]*, *[insert year]*

Manufacturer's Authorization

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

Date: *[insert date (as day, month and year) of Bid Submission]*
No.: *[insert number of bidding process]*

To: Chairman, Lanka Metro Transit(Pvt)Ltd.

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

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

NON-COLLUSION AFFIDAVIT FORM

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him/her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding.

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such procurement.

The bidder accepts full responsibility for ensuring the absence of collusion and pledges to abide by fair and ethical competition practices throughout the procurement process.

I hereby affirm, under the penalties for perjury, that the facts and information contained in the foregoing bid for public works are true and correct.

The foregoing Affidavit having been duly read over and explained by me to the Affirmant above named and he/she having understood the contents therein and admitted to be correct, affirmed and set his/her signature hereto before me)

on this day of ... at ...

BEFORE ME,

1) For Local bidders - Justice of Peace or Commissioner of Oaths.

Section V. Schedule of Requirements

Contents

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Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 41.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders, and (b) the date prescribed herein from which the Purchaser's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

1. List of Goods and Delivery Schedule

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

Line Item N°	Description of Goods	Quantity	unit	Final (project Site) Destination as specified in BDS	Delivery Date ¹		
					Earliest Delivery Date	Latest Delivery Date	Bidder’s offered Delivery date [to be provided by the bidder]
1							

2. List of Related Services and Completion Schedule

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

Service	Description of Service	Quantity	Unit	Place where Services shall be performed	Final Completion Date (s) of Services
1					

AC LOW FLOOR / LOW FLOOR DIESEL ENGINE DRIVEN BUS

3. TECHNICAL SPECIFICATION	
00. APPLICATION AND REGULATORY NOTE	
Application	These notes prevent the safety/construction references from being mistaken for a complete legal approval.
0.1 Document purpose	This is a manufacturer-neutral technical procurement specification for an AC low-floor city bus. Final acceptance and registration remain subject to the Sri Lankan Department of Motor Traffic and other competent authorities. It is not a UNECE type-approval certificate.
0.2 Euro IV-VI qualification	Euro IV, Euro V or Euro VI heavy-duty emissions certification is acceptable under the corresponding UNECE R49 series and limit, or a recognised equivalent. The certificate shall identify the exact engine family, fuel, aftertreatment and approval level.
0.3 Diesel powertrain	Diesel shall use electronically controlled high-pressure common-rail direct injection. The complete powertrain shall retain the aftertreatment in its certified Euro IV-VI configuration; EGR, DPF and/or urea-SCR may be used where included in that approval.
0.4 Structural material	Primary body structure shall use structural aluminium alloy or an approved high-tensile equivalent. The base/underframe may use carbon or high-strength steel in an integral/monocoque, semi-integral or separate low-floor chassis. Exact configuration shall satisfy UNECE R107 and UNECE R66; material grade alone is not compliance evidence.
0.5 Approval evidence	Every compliance claim shall be supported by a recognised type-approval communication, accredited test report, controlled drawing/calculation, inspection record or manufacturer manual tied to the exact as-delivered vehicle configuration.
0.6 Evidence codes	C = type-approval certificate/communication; T = accredited test report; D = controlled drawing or calculation; I = purchaser inspection/acceptance test; M = manufacturer workshop/operator manual; S = signed bidder statement.
0.7 International production benchmark	The dimensional envelope, passenger layout, accessibility, full-air suspension, axle capacities, braking, automatic transmission, thermal performance and maintainability requirements have been cross-checked against multiple established international 11.5 m to 12.0 m low-floor production buses. Brand, model and country of origin shall not determine compliance; bids shall be evaluated solely against the stated performance requirements and objective approval evidence.

01. VEHICLE PARAMETERS, CLASSIFICATION AND APPROVAL BASIS	
Application	The offered bus shall be a production model supported by a recognised manufacturer, with the complete body, chassis, powertrain and installed equipment covered by configuration-controlled approval evidence.
1.1 Vehicle category	Right-hand-drive, single-deck, rigid urban transit bus of category M3, configured as a Class I vehicle for frequent boarding and the carriage of seated and standing passengers. Evidence: C, S.
1.2 low-floor layout	low- floor design with step-free circulation from at least the front and wheelchair-accessible centre service doors to the wheelchair bay(s) and priority seating. Any raised rear saloon shall comply with UNECE R107 passageway and step requirements. Evidence: C, D.
1.3 Approval route	Bidder shall nominate the legal approval pathway for Sri Lanka and provide a clause-by-clause matrix. UNECE approvals shall be issued by a recognised approval authority and identify the exact vehicle, component, approval series and extension. Evidence: C, S.
1.4 Principal construction standard	Complete bus construction shall comply with UNECE Regulation No. 107 at the approval series applicable to the contract, together with the additional requirements in this specification. Evidence: C.
1.5 Production / registration status	The offered model shall be serial-production and supported by an OEM-controlled WMI(World manufacturer identifier)/VIN(Vehicle Identification Number) system, Certificate of Conformity or equivalent, and type-approval or registration eligibility in at least one recognized jurisdiction. Prototype-only designs are not acceptable unless expressly approved. Provide comparable fleet references. Evidence: C, S.
1.6 Conflict hierarchy	Local Sri Lankan law and written directions of the approval authority take precedence. Next apply this specification, then the nominated type-approval standard. Any conflict shall be declared before tender close; silence is deemed full compliance. Evidence: S.
1.7 Configuration control	Certificates shall cover the as-delivered vehicle, including HVAC, axle ratings, door layout, seating, wheelchair bays and mass distribution. Approval evidence for a different wheelbase or body shall not be accepted without an authorised extension. Evidence: C, D.
1.8 Tender neutrality and technical equivalence	This specification is performance-based and shall not be interpreted as favouring any manufacturer, model, proprietary architecture or country of manufacture. A technically equivalent solution may be offered only where the bidder demonstrates full compliance with every mandatory requirement and supplies the required type-approval, test and engineering evidence. Any proposed deviation shall be identified explicitly in the deviation schedule; silence shall mean full compliance. Evidence: C, D, S.

02. VEHICLE DIMENSIONS, MASS AND PERFORMANCE	
Application	Dimensions are purchaser limits and shall also satisfy the applicable national operating envelope. All values shall be verified on the completed bus at kerb mass and design GVM as relevant.
2.1 Overall length	Not less than 11,500 mm and not more than 12,000 mm. The bidder shall state production tolerance and the certified length including permanently fitted bodywork. Evidence: D, I.
2.2 Overall width	Width 2,500-2,600 mm is accepted subject to written Sri Lankan approval. The exact-width vehicle shall satisfy UNECE R107 and UNECE R66. Only lawful exclusions apply. Evidence: C, D, I.
2.3 Overall height	Not greater than 3,500 mm at normal ride height, including HVAC, guards, antennas and roof equipment. The offered configuration shall be stated. Evidence: D, I.
2.4 Wheelbase	Normally 5,800 mm to 6,300 mm and selected by the manufacturer to achieve axle-load compliance, manoeuvrability and passenger layout. Exact value shall be declared; no wheelbase is approved merely because it falls within this range. Evidence: D.
2.5 Overhang	Rear overhang shall not exceed the lesser of the applicable legal limit and 60 per cent of wheelbase. Front and rear approach/departure geometry shall prevent normal route contact. Evidence: D, I.
2.6 Floor / first-step height	Normal floor / first-step height at the accessible door shall not exceed 270 mm. With kneeling engaged, the first step at at least one entrance/exit shall be not greater than 250 mm, with a second compliant doorway not greater than 270 mm where the chosen UNECE R107 configuration requires it. Evidence: C, I.
2.7 Ground clearance	At design GVM and normal ride height, greater than 200 mm between axles excluding tyres, wheel-end components, axle/differential and designed suspension travel zones. Lower components shall be specifically declared and protected. Evidence: D, I.
2.8 Axle and gross mass	Front axle design rating not less than 6,500 kg; rear axle design rating not less than 11,500 kg. Nominal plated GVM shall not exceed 18,000 kg unless a higher legal mass is specifically approved. Every certified loading case shall remain within tyre, wheel, suspension and axle ratings. Evidence: C, D, I.
2.9 Payload calculation	Payload shall be calculated using the passenger and wheelchair reference masses prescribed by the nominated approval standard, plus driver, fuel, fluids, tools and fitted options. A generic '4,500 kg payload' claim without an axle-by-axle loading calculation is not acceptable. Evidence: D.
2.10 Acceleration	At design GVM, level dry road and HVAC operating, 0 to 30 km/h shall be achieved within 12 seconds and initial average acceleration shall be at least 0.8 m/s ² , without exceeding tyre adhesion or passenger-comfort limits. Test conditions shall be recorded. Evidence: T, I.
2.11 Gradeability / startability	Bus shall start from rest and move without rollback on a 17 per cent gradient at design GVM. Continuous gradeability, maximum gradeability and restart capability shall be declared with cooling and

	transmission limits. Evidence: D, T.
2.12 Speed and limiter	Design speed shall be at least 80 km/h. A tamper-resistant programmable road-speed limiter complying with UNECE R89 shall be provided and set to the purchaser's lawful operating speed before delivery. Evidence: C, I.
2.13 Turning circle	Recommended kerb-to-kerb turning diameter shall not exceed 23.0 m. Wall-to-wall turning diameter, swept path, front swing and tail swing shall be declared for the offered wheelbase and verified on the prototype. Evidence: D, I.
2.14 Operating environment	Designed for daily stop-start service at ambient temperatures from 0 C to 45 C, relative humidity up to 95 per cent, heavy rain, dust, coastal salt exposure, congested traffic and prolonged idling with HVAC operating. No power or cooling derate is permitted below 45 C unless declared and accepted. Evidence: D, T.
2.15 Approach, departure and breakover geometry	At design gross vehicle mass and normal ride height, approach and departure angles shall each be within 7 to 10 degrees. The bidder shall declare approach, departure and ramp breakover angles for normal, kneeling and raised suspension conditions. Evidence: D.
03. DIESEL POWERTRAIN - EURO IV TO EURO VI	
Application	This section applies only when the diesel option is offered. The complete engine and aftertreatment combination shall be supplied exactly as certified.
3.1 Engine	Rear-mounted, water-cooled, four-stroke turbocharged and charge-air-cooled compression-ignition engine designed for heavy urban bus duty. Net power and torque shall be declared and correctly matched to design GVM, gearing, HVAC and retarder loads so every Clause 2 performance requirement is met. Evidence: C, D, T.
3.2 Fuel injection	Electronically controlled high-pressure common-rail direct injection with individual cylinder control, diagnostic fault logging and limp-home protection. Mechanical inline or rotary injection pumps are not acceptable. Evidence: D, I.
3.3 Emission level	Certified Euro IV, V or VI under UNECE R49 at the applicable series/limit, or an accepted equivalent. Certificate shall identify engine family, parent engine, fuel and complete aftertreatment; a label alone is not acceptable. Evidence: C.
3.4 Certified aftertreatment	Complete aftertreatment shall match the certified emissions configuration and may include EGR, DOC, DPF and/or SCR. Where fitted, sensors, warnings, regeneration/inducement logic, service procedures and diagnostic access shall be supplied and functional. Evidence: C, D, M, I.
3.5 Emission-system controls	The certified Euro IV-VI emissions configuration shall be supplied complete. EGR and/or urea-SCR (DEF/AdBlue) are acceptable where included in the approval. Bidder shall declare consumables, refill intervals, fuel/sulphur limits, inducement/derate logic and local support. Removal, bypass or defeat is prohibited. Evidence: C, D, M, S.

3.6 Aftertreatment serviceability	All fitted DPF,SCR and catalyst modules shall be serviceable without engine removal. Bidder shall state cleaning/replacement intervals, approved methods, limits, procedures, cost, oil/fuel specifications and required tools. Training shall be included. Evidence: M, S.
3.7 Fuel compatibility	Engine and aftertreatment shall be calibrated for commercially available automotive diesel in Sri Lanka at the sulphur level declared by the purchaser. Bidder shall state the maximum permitted sulphur content and any additional fuel-quality limits; fuel outside the certified limits shall not be represented as compatible. Evidence: C, M, S.
3.8 Fuel filtration	Two-stage fuel filtration with water separation, water-in-fuel warning and a final filtration rating to engine-maker requirements, nominally 5 micrometres or finer. Filters shall be accessible from ground level and protected from impact. Evidence: D, I.
3.9 Cooling	Heavy-duty pressurised cooling system sized for 45 C operation at GVM with HVAC and retarder heat rejection. Include low-level and over-temperature warning, de-aeration, guarded fan drive and corrosion-compatible coolant. Evidence: D, T, I.
3.10 Fuel capacity / range	Fuel capacity shall provide at least 500 km nominal urban operating range with HVAC, based on a declared duty-cycle consumption. Tank, filler, vents and fire protection shall comply with the nominated approval standard. Evidence: D, T.
3.11 Diagnostics	OEM diagnostic access shall include engine, common rail, EGR and all fitted DPF/SCR functions, soot/ash or reagent status, regeneration/inducement history, sensors, derate reasons and fault codes. Supply licensed diagnostic interface and current software per agreed fleet quantity. Evidence: M, I.
04. TRANSMISSION, RETARDER AND DRIVELINE	
Application	The transmission shall be selected for frequent stop-start urban service at design GVM and shall integrate with the engine, brake, door and stability-control systems.
4.1 Transmission	Fully automatic heavy-duty bus transmission with torque converter, automatic lock-up and not fewer than 4 forward ratios. Automated manual transmission is not acceptable. Evidence: D, C.
4.2 Retarder	Integrated hydraulic or approved electromagnetic retarder, automatically blended with service braking and controllable by the driver. Performance shall satisfy the applicable UNECE R13 endurance-braking requirement for the vehicle class. Evidence: C, T, I.
4.3 Control logic	Electronic controls shall include economy/urban shift strategy, neutral-at-stop or equivalent fuel-saving logic, hill-start assistance, thermal protection and safe limp-home. Calibration shall not cause harsh shifts or standing-passenger instability. Evidence: D, T.
4.4 Safety interlocks	Reverse shall engage only when stationary and the service brake is applied. Starter interlock shall require neutral. Door-open drive-away prevention and stop-brake integration shall be provided without preventing emergency movement under the controlled override procedure. Evidence: D, I.

4.5 Rear drive axle	Single-reduction hypoid or portal-type drive axle suitable for low-floor architecture, with full-floating axle shafts and final-drive ratio matched to tyre size, route gradients, top speed and retarder. Evidence: D.
4.6 Driveline protection	Propeller shaft, joints and guards shall be rated above maximum engine/retarder torque with approved critical-speed margin. Provide containment/guards to prevent passenger-floor intrusion following shaft failure. Evidence: D, I.
4.7 Cooling and oil	Transmission and retarder oil cooling shall maintain approved temperature at 45 C ambient on the declared worst route. Oil level, temperature and filter service points shall be accessible and diagnostically monitored. Evidence: D, T, M.
05. AXLES, WHEELS AND TYRES	
Application	All ratings apply to the completed bus and shall be supported by component certificates and an axle-by-axle mass calculation.
5.1 Front axle	Certified design capacity not less than 6,500 kg. Use a low-floor drop-centre beam axle or independently suspended front axle designed for bus duty, with sealed wheel bearings and compatible steering geometry. An outdated generic 'reverse Elliot' description is not sufficient. Evidence: C, D.
5.2 Rear axle	Certified design capacity not less than 11,500 kg, with reduction arrangement compatible with the low-floor layout and 32-seat/accessibility package. Evidence: C, D.
5.3 Tyre size	275/70R22.5 or 295/80R22.5 radial tubeless commercial tyres, or approved equivalent with equal or greater load capacity, speed capability, rolling radius, section width and rim compatibility. Any equivalent shall preserve speedometer, gearing, clearance and accessibility compliance. Evidence: C, D.
5.4 Load and speed index	Minimum 152/148 load index and speed category J/L/M, or higher, unless the tyre maker's certified data demonstrates an equivalent combination accepted by the authority. Load capacity shall exceed actual maximum wheel load in every loading case. Evidence: C, D.
5.5 Tyre approval	Tyres shall be type-approved to UNECE R54 and installed in accordance with UNECE R142. Rolling resistance and wet-grip compliance to UNECE R117 shall be stated. Evidence: C.
5.6 Rims	22.5-inch heavy-vehicle rims approved for the selected tyre and load; identical and interchangeable across the fleet where practicable. Studs/nuts shall be clearly marked and protected from incorrect fitment. Evidence: C, D, I.
5.7 Configuration	Single tyres on the steering axle and dual tyres on the drive axle unless an approved single-wide configuration provides equal capacity and redundancy. Tyres on each axle shall match in make, pattern, size, construction and wear limits. Evidence: D, I.
5.8 Monitoring / spare	Tyre-pressure monitoring shall identify the affected wheel. Provide one full-size spare wheel/tyre per agreed fleet ratio, together with safe lifting and wheel-changing instructions. Evidence: D, M.

06. FULL AIR SUSPENSION	
Application	Mechanical leaf-spring primary suspension is not acceptable. The system shall maintain ride height and axle load control across the operating mass range.
6.1 Primary suspension	Full air suspension on front and rear axles using heavy-duty rolling-lobe or approved equivalent air springs, with axle location links engineered for bus duty. Evidence: D, I.
6.2 Electronic control	Electronically controlled air suspension (ECAS) or equivalent with automatic ride-height control, kneeling, raise/lower function, diagnostics and protected manual recovery. Evidence: C, D, I.
6.3 Kneeling	Left-side kneeling at the accessible doorway shall achieve the step/ramp requirements in Clause 10. Movement shall be inhibited while driving and shall include obstacle/fault protection, visual and audible driver status and automatic return to ride height. Evidence: C, T, I.
6.4 Roll and damping	Anti-roll bars or equivalent roll-control devices front and rear, plus correctly rated double-acting dampers. Tuning shall account for standing passengers, roof-mounted equipment and emergency manoeuvres. Evidence: D, T.
6.5 Air integrity	Suspension air consumers shall be protected so a suspension failure cannot deplete the service-brake reserve below legal limits. Provide non-return/protection valves and safe bump-stop support after air loss. Evidence: C, D, T.
6.6 Serviceability	Air springs, levelling sensors, valves, dampers and links shall be replaceable without removing major body structure. Service limits, ride-height dimensions and calibration procedure shall be supplied. Evidence: M, I.
07. STEERING AND MANOEUVRABILITY	
Application	Steering shall provide safe control at all approved axle loads and in the event of a single assistance-system fault.
7.1 System	Right-hand-drive power-assisted steering, hydraulic or electro-hydraulic, compliant with UNECE R79 for the nominated approval path. Evidence: C.
7.2 Adjustment	Steering column adjustable for reach and rake, with positive lock, no interference with instrument visibility and safe clearance from driver controls. Evidence: D, I.
7.3 Failure safety	Loss of assistance shall generate an immediate warning and shall not cause steering lock, self-steer or loss of directional control. Residual manual steering effort shall remain within the applicable standard. Evidence: C, T.
7.4 Geometry	Wheel cut, Ackermann geometry, bump steer, toe and caster shall be validated at normal, raised and kneeled positions. No tyre/body interference is permitted at full lock through full suspension travel. Evidence: D, I.
7.5 Alignment data	Manufacturer shall supply alignment specifications, laden/unladen ride-height references, steering-angle sensor calibration and approved adjustment methods. Evidence: M.

08. FULL-AIR BRAKING SYSTEM	
Application	The brake system shall be approved as a complete installation at the offered GVM, axle loads, tyre size and retarder configuration.
8.1 Service brake	Full-air-pressure dual-circuit service brake system with independent front/rear or approved split, automatic load-sensitive/electronic distribution and fail-safe residual braking. Hydraulic-over-air systems are not acceptable. Evidence: C, D.
8.2 Approval	Comply with UNECE R13 at the applicable series. Submit complete approval communication and brake-system information document for the exact vehicle variant. Evidence: C.
8.3 ABS / EBS / ESC	Anti-lock braking (ABS), electronic braking (EBS), electronic stability control (ESC) and traction control shall be fitted, with self-monitoring, driver warning and diagnostic access. Evidence: C, I.
8.4 Circuit protection	Four-circuit protection valve or an approved equivalent architecture shall isolate service brake, parking/emergency brake and auxiliary consumers. A failure in suspension, doors or accessories shall not unlawfully deplete brake circuits. Evidence: C, D, T.
8.5 Foundation brakes	An approved disc/drum arrangement may be accepted where the complete vehicle satisfies UNECE R13 heat and endurance requirements; drum brakes shall have automatic slack adjustment and wear indication. Evidence: C, D, T.
8.6 Parking / emergency	Spring-applied, air-released parking brake acting on the driven axle, with graduated emergency function where approved, secure hill-hold at GVM and controlled towing release. Evidence: C, T, I.
8.7 Air supply	Engine-driven compressor sized for brake, suspension and door demand; pressure governor, safety valves, replaceable air dryer, wet tank and separately drainable reservoirs. Recovery time and compressor duty cycle shall meet the chosen brake approval. Evidence: C, D, T.
8.8 Warnings	Independent low-pressure warnings for service circuits, audible and visual warning before pressure becomes unsafe, reservoir gauges/readouts, brake wear warning and EBS/ABS/ESC fault tell-tales. Evidence: C, I.
8.9 Retarder blending	Retarder shall provide the first stage of normal deceleration where safe; service brakes shall blend smoothly and automatically. ABS/ESC intervention shall override retarder demand as required to preserve stability. Evidence: C, T, I.
8.10 Door / stop brake	Service-door interlock or bus-stop brake shall prevent drive-away with a door open. Application/release logic shall be fail-safe and shall include a sealed emergency override consistent with UNECE R107. Evidence: C, D, I.
8.11 Advanced braking	AEB compliant with UNECE R131 shall be offered as a priced option. It shall include driver warning, safe deactivation controls allowed by the approval and full diagnostic support. Evidence: C, S.

09. MAIN FRAME, BODY STRUCTURE AND CORROSION PROTECTION	
Application	Integral/monocoque, semi-integral or chassis-based construction is acceptable only when purpose-designed for a low-floor city bus and validated under UNECE R107 and UNECE R66 for the exact offered configuration.
9.1 Structural design	Primary structure shall safely transmit axle, suspension, steering, powertrain, towing, jacking, seat, door, roof-equipment and crash/rollover loads over the declared service life without fatigue cracking, permanent distortion or loss of alignment. The manufacturer shall supply certification for the complete body-structure strength. Evidence: D, T.
9.2 Rollover strength	Complete superstructure shall comply with UNECE R66 at the applicable series, maintaining the prescribed residual space. Evidence shall include the exact length, roof mass, HVAC, seating layout and declared centre of gravity. Evidence: C, T.
9.3 Primary body structure	Primary body superstructure shall use corrosion-resistant 6000-series structural aluminium alloy (e.g. 6061-T6 or 6082-T6) or an approved high-tensile structural equivalent. High-tensile steel structural members shall have a certified minimum yield strength of 700 MPa. Grade, temper, section thickness and galvanic isolation shall be declared. Evidence: C, D.
9.4 Base / chassis framework	Integral/monocoque, semi-integral or separate-chassis construction is acceptable. Base, underframe and principal load paths may use engineered carbon or HSLA steel; high-tensile grades shall be used. Exact grade, thickness, forming radius, weldability, coating and repair limits shall be documented and structurally validated. Evidence: D, T.
9.5 Joining	Welding/bonding/riveting procedures shall be production-controlled. Welding quality shall follow ISO 3834 or equivalent, with qualified procedures and personnel to ISO 9606-1/-2 or accepted equivalent. Dissimilar-metal joints shall be electrically isolated and sealed. Evidence: C, D, I.
9.6 Body mounting	Where a separate chassis is used, body mounts and cross-members shall accommodate torsional input without local fatigue. No drilling, heating or welding of high-strength chassis members is permitted outside the controlled manufacturer's process. Evidence: D, I.
9.7 Front / rear structure	Front and rear structures shall provide controlled load paths, protected steering/brake equipment, recovery/towing points and replaceable energy-absorbing modules where practicable. Exterior projections shall comply with the applicable UNECE requirements. Evidence: D, C.
9.8 Roof loads	Roof framing shall carry HVAC and destination equipment under static, dynamic, braking, cornering and rollover loads. Roof equipment attachment shall not compromise emergency hatches or drainage. Evidence: D, T.

9.9 Corrosion protection	Every fabricated steel component shall receive cathodic electrophoretic deposition (CED/KTL/e-coat) or a proven equivalent multi-stage system, plus seam sealing, cavity wax and durable topcoat. Aluminium-to-steel/copper joints shall be isolated and sealed; cut edges and underbody shall resist salt, water and stone impact. Evidence: D, T, I.
9.10 Water management	Roof, glazing, doors and body joints shall drain externally without trapping water in structural cavities. No passenger-compartment leakage is permitted during acceptance rain testing. Evidence: D, T, I.
9.11 Repair information	Supply material maps, section drawings, approved repair methods, welding consumables, heat limits, corrosion-restoration process and structural no-repair zones. Evidence: M.
10. LOW-FLOOR ACCESSIBILITY AND SERVICE DOORS	
Application	Accessibility shall be integrated into the approved passenger layout and shall comply with UNECE R107 Annex 8 or a written equivalent accepted by the purchaser.
10.1 Wheelchair provision	Provide one or two wheelchair positions as selected in the tender schedule. Each usable space shall be at least 750 mm wide by 1,300 mm long, with unobstructed access from the designated service door. A wider 800 mm clear width may be provided. Evidence: C, D, I.

10. LOW-FLOOR ACCESSIBILITY AND SERVICE DOORS	
10.2 Wheelchair mass	Axle-load and passenger-capacity calculations shall use the wheelchair/user reference mass prescribed by the chosen approval standard (commonly 250 kg per position under UNECE-based mass calculations). Evidence: C, D.
10.3 Orientation / support	Wheelchair spaces shall use the approved forward-facing restraint system or approved rear-facing backrest and lateral support arrangement. Each location shall include an accessible stop request and driver acknowledgement. Evidence: C, D, I.
10.4 Wheelchair and occupant restraint	Where a forward-facing arrangement is used, provide a four-point wheelchair tie-down and separate occupant restraint meeting ISO 10542-1 or approved equivalent. Equipment shall be stowed safely when unused and shall not obstruct the aisle. Evidence: C, T, I.
10.5 Ramp	Provide a driver-controlled power ramp or robust manually deployable ramp at the designated door. Minimum clear width 800 mm, slip-resistant surface, high-contrast edges, lateral edge protection and rated capacity at least 350 kg. Evidence: C, D, T.
10.6 Ramp gradient	With kneeling used as designed, ramp gradient shall be within 12-36 per cent: not exceeding 12 per cent to a 150 mm kerb or 36 per cent to level ground. In no case may the UNECE R107 maximum for the approved configuration be exceeded. Actual slope shall be demonstrated at kerb mass and GVM. Evidence: C, T, I.
10.7 Door arrangement	At least two left-side service doors for kerb-side operation. Front door clear width not less than 750 mm; wheelchair-accessible centre door clear width not less than 1,100 mm; 1,200 mm may be provided. Door heights and passageways shall comply with UNECE R107. Evidence: C, D, I.
10.8 Door safety	Power-operated doors shall include sensitive edges or equivalent obstacle detection, reopening logic, illuminated step area, exterior/interior emergency release, movement interlock and driver indication of fully closed status. Evidence: C, T, I.
10.9 Priority seats	Minimum four clearly marked priority seats near the accessible entrance, with contrasting handholds, adequate foot space and accessible stop controls. Tip-up seats in a wheelchair bay shall not be counted as available while the bay is occupied. Evidence: C, D, I.
10.10 Handrails / controls	Continuous, high-contrast handrails shall support boarding and movement from the doorway. Accessible controls shall be operable without tight grasping, pinching or twisting and located within the reach ranges prescribed by UNECE R107. Evidence: C, D, I.
10.11 Floor	Flat, slip-resistant, wear-resistant and fire-safe floor with sealed joints, no unguarded trip points and high-contrast step/nosing markings. Wheelchair route shall remain clear in all operational seating configurations. Evidence: C, D, I.

11. PASSENGER CAPACITY, SEATS AND RESTRAINTS

Application	The passenger number shall be established from the approved floor plan, available standing area, declared masses, axle loads and emergency-exit capacity. A marketing capacity figure is not acceptable.
11.1 Passenger seats	Provide 32 passenger seating positions excluding the driver. Bidder shall separately state fixed seats, tip-up seats and seats unavailable when one or two wheelchair bays are occupied. Evidence: D, I.
11.2 Wheelchair effect	Wheelchair position(s) are additional passenger positions but shall not be double-counted with tip-up seats. The tender response shall give total capacity for each wheelchair/seating mode. Evidence: D.
11.3 Standing passengers	Standing capacity shall be calculated to UNECE R107/Class I rules or accepted national criteria, including usable standee area, handholds, axle loads and GVM. The completed bus shall display the approved seated, standing and wheelchair capacities. Evidence: C, D, I.
11.4 Seat strength	Seats, seat anchorages, exposed seat backs and any fitted restraint anchorages shall comply with UNECE R80 requirements for the nominated category and seating positions. Evidence: C, T.
11.5 Driver restraint	Driver shall have an approved three-point inertia-reel seat belt, buckle warning and anchorages. Evidence: C, I.
11.6 Passenger belts	Fit passenger seat belts where required by the nominated approval path, operating category or purchaser schedule. Any fitted belts and anchorages shall be type-approved and included in the seat/vehicle approval; loose aftermarket additions are prohibited. Evidence: C, D.
11.7 Seat construction	Urban-duty seats shall be durable, washable, vandal-resistant, rounded and free of entrapment points, and shall not deform or bulge when exposed to sunlight. Upholstery, foams and coverings shall meet Clause 15 fire-performance requirements. Evidence: C, D, I.
11.8 Layout safety	No seat shall obstruct a door, emergency exit, aisle, ramp, extinguisher, electrical isolation or access panel. Exposed forward-facing seats shall have approved barriers where required. Evidence: C, D, I.

12. EMERGENCY EXITS, GLAZING AND DRIVER VISIBILITY	
Application	Exit number and distribution shall be determined by approved passenger capacity and UNECE R107, not by an arbitrary single rear-opening dimension.
12.1 Emergency exits	Provide the required number, type, minimum dimensions and distribution of emergency doors, windows and roof hatches under UNECE R107 for the approved capacity. At least two roof escape hatches should be fitted where permitted by roof equipment. Evidence: C, D, I.
12.2 Operation / marking	Emergency exits shall open without tools using clearly marked, illuminated and tamper-evident controls. Instructions and markings shall be visible in darkness and in the languages specified by the purchaser. Evidence: C, I.
12.3 Windscreen	Laminated safety-glass windscreen approved to UNECE R43. Toughened glass shall not be used for the main windscreen unless expressly allowed by the approval. Provide efficient demisting, washing and wiping coverage. Evidence: C, I.
12.4 Side / rear glazing	Approved safety glazing to UNECE R43, securely retained and marked. Emergency windows shall use the approved break-out/ejectable arrangement and include accessible hammers where required. Evidence: C, I.
12.5 Indirect vision	Mirrors and/or camera-monitor systems shall provide compliant rear, side, front-close and kerb-side views under UNECE R46. Lens heating/demisting shall be provided where needed. Evidence: C, D, I.
12.6 Forward field of view	Driver eye position, windscreen pillars, destination equipment, mirrors, CCTV and sun visor shall not create unacceptable blind zones. Compliance with applicable forward field-of-view requirements shall be demonstrated. Evidence: C, D, I.
12.7 Reverse visibility	Rear-view camera with protected wide-angle lens, night capability, automatic display in reverse and manual driver selection. Include audible reversing warning with lawful night-silent mode if permitted. Evidence: D, I.

13. ELECTRICAL, LIGHTING AND COMMUNICATIONS	
Application	Electrical architecture shall be suitable for high-temperature, high-humidity transit operation and supported for the planned service life.
13.1 System voltage	24 V negative-earth system with two matched 12 V heavy-duty batteries, minimum 180 Ah total series capacity unless the load analysis justifies another rating. Batteries shall be ventilated, isolated from passengers and accessible for service. Evidence: D, I.
13.2 Generation	Heavy-duty alternator(s) sized by a documented load balance at hot idle with HVAC controls, lighting, doors, fans, CCTV, destination signs and charging loads operating. Minimum continuous reserve shall be stated. Evidence: D, T.
13.3 Protection / isolation	Circuit protection shall be labelled and accessible. Provide master battery isolation, separately protected life-safety circuits, jump-start connection and load-shedding that does not disable mandatory lighting, braking or emergency systems. Evidence: D, I.
13.4 Harnesses	Automotive-grade flame-retardant harnesses with sealed connectors in wet zones, abrasion/heat protection, strain relief, service loops and permanent wire identification. No unsupported twisted joints or household connectors. Evidence: D, I.
13.5 Network / diagnostics	SAE J1939 CAN or documented equivalent with standard diagnostic connector. Supply network architecture, parameter list, fault-code access and cybersecurity controls for remote/connected equipment. Evidence: D, M.
13.6 EMC	Complete vehicle and relevant electronic assemblies shall comply with UNECE R10 electromagnetic compatibility requirements at the applicable series. Evidence: C.
13.7 Exterior lighting	Installation shall comply with UNECE R48 and/or ADR 13, using approved lamp units. Provide low/high beam, DRL where required, indicators, hazards, stop lamps, rear fog as applicable, reversing lamps, number-plate lamps and high-mounted stop signal. Evidence: C, I.
13.8 Markers / reflectors	Front end-outline/clearance lights and reflectors shall be white, side markers amber, and rear end-outline/clearance lights and reflectors red, unless the nominated standard prescribes otherwise. Side markers should be spaced at not more than 2 m for fleet visibility. Evidence: C, D, I.
13.9 Interior lighting	Uniform glare-controlled LED saloon, doorway, step, aisle, driver and emergency lighting, with emergency supply and automatic doorway illumination. Colour and brightness shall permit CCTV imaging. Evidence: D, T, I.
13.10 Warning sign option	Provide mounting and protected electrical provision for an approved rear 'DO NOT OVERTAKE TURNING VEHICLE' warning sign where required by the purchaser. Any Australian VSB 12 installation claim shall be verified separately for the final vehicle. Evidence: D, I.

14. AIR-CONDITIONING AND TROPICAL OPERATION	
Application	The HVAC shall maintain passenger comfort under the specified climate without causing engine, transmission or electrical derate.
14.1 Type	Engine-driven or otherwise mechanically/electrically integrated roof-mounted heavy-duty bus HVAC with fresh-air, recirculation, filtration, heating/demisting as required and independent driver's outlets. Evidence: D.
14.2 Capacity	Nominal cooling capacity not less than 32 kW for a 12 m bus unless a certified heat-load calculation demonstrates adequacy at 45 C ambient, 95 per cent humidity, full passenger load and solar gain. Evidence: D, T.
14.3 Performance	After hot soak, HVAC shall reduce and maintain average occupied-zone temperature to 24 C to 26 C under the agreed test procedure. Air distribution shall avoid hot spots, excessive draught and windscreen fogging. Evidence: T, I.
14.4 Refrigerant	Use a legally acceptable low-global-warming-potential refrigerant compatible with local service capability. Refrigerant type, charge, safety class, leak-detection needs and recovery equipment shall be declared. Evidence: D, M.
14.5 Condensate / sealing	Condensate shall drain outside without contacting structural cavities, wiring, passengers or door steps. Roof penetrations and unit mounts shall pass water-ingress testing. Evidence: D, T, I.
14.6 Controls / diagnostics	Automatic temperature control with driver set-point limits, fault logging, service pressure/temperature access and diagnostic display. System shall continue safe ventilation following a non-critical sensor fault. Evidence: D, M, I.
14.7 Maintainability	Filters, belts, compressors, blowers, condenser fans and control modules shall be accessible. Supply HVAC wiring/refrigerant diagrams, spare-parts list and scheduled maintenance. Evidence: M, I.
14.5 Condensate / sealing	Condensate shall drain outside without contacting structural cavities, wiring, passengers or door steps. Roof penetrations and unit mounts shall pass water-ingress testing. Evidence: D, T, I.

15. FIRE SAFETY AND FUEL-SYSTEM PROTECTION	
Application	Fire protection shall cover prevention, early detection, suppression, safe shutdown and evacuation.
15.1 Engine-compartment system	Automatic fire detection and suppression system engineered for the engine compartment and compliant with the fire-suppression provisions of UNECE R107 applicable to the vehicle. Driver warning, manual activation, system status and service date shall be provided. Evidence: C, T, I.
15.2 Portable extinguishers	At least one approved extinguisher readily accessible to the driver and one in the passenger compartment, securely mounted and sized/agent-selected for vehicle risks. Local fire-authority requirements take precedence. Evidence: C, I.
15.3 Material flammability	Interior trim, insulation, seat materials, cable protection and engine/heater-compartment materials shall meet UNECE R118 fire-performance requirements or an accepted equivalent, even where a particular formal class exemption might otherwise apply. Evidence: C, T.
15.4 Diesel fuel safety	Fuel tank, lines, filler, breathers and shut-off arrangement shall be protected from heat, abrasion and collision loads and comply with the applicable liquid-fuel/fire-prevention approval requirements, including UNECE R34 where nominated. Evidence: C, D, I.
15.5 Battery / electrical fire	Battery enclosure shall be ventilated and protected against short circuit. High-current cables shall be fused as close as practicable to the source and routed away from fuel lines and hot surfaces. Evidence: D, I.
15.6 Emergency shutdown	A clearly labelled driver emergency control shall shut down propulsion and isolate non-essential electrical/fuel supplies while preserving required hazard lights, door release and emergency systems. Evidence: C, D, I.

16. DRIVER STATION, ITS AND PASSENGER INFORMATION	
Application	Driver controls shall support safe operation without obstructing passenger movement or visibility.
16.1 Driver seat / cabin	Adjustable air-suspended ergonomic driver seat, approved restraint, anti-slip floor, storage, sun protection and a robust transparent/solid partition that protects the driver without restricting escape or sight lines. Evidence: C, D, I.
16.2 Instrumentation	Clear speed, engine speed, fuel level, air-circuit pressures, coolant/transmission temperature and warning displays. Safety faults shall use prioritised audible/visual warnings and remain stored in diagnostics. Evidence: D, I.
16.3 Destination signs	LED front, side and rear destination displays, sunlight-readable, programmable in Sinhala, Tamil and English, with common fleet data format and manual fallback. Exact sizes shall suit the body aperture without reducing field of view. Evidence: D, I.
16.4 Passenger information	Interior visual next-stop display and clear audio announcements, including door-closing and wheelchair-stop acknowledgement. Controls shall interface with the purchaser's ITS platform where specified.
16.5 Stop requests	Minimum 12 stop-request switches distributed throughout the saloon, plus accessible controls at priority seats and each wheelchair bay. Driver and passenger indications shall be audible and visual. Evidence: D, I.
16.6 CCTV	Minimum forward road, front door, centre door, saloon and rear-view coverage, with tamper-resistant recorder, date/time/GPS synchronisation and retention capacity stated by bidder. Privacy and data access shall follow purchaser policy. Evidence: D, I.
16.7 Telematics	GPS/AVL, odometer and CAN-based maintenance data interface shall be offered. Any remote-control function affecting vehicle movement or safety systems is prohibited unless separately approved. Evidence: D, M.
16.8 Charging	Passenger USB charging may be fitted with current limiting, thermal protection and isolated replaceable modules. It shall not compromise battery reserve or introduce exposed wiring. Evidence: D, I.
17. MAINTAINABILITY, DURABILITY AND DOCUMENTATION	
Application	The vehicle shall be maintainable by trained local technicians using supported tools and readily obtainable consumables.
17.1 Design life	Declared structural and systems design life shall be not less than 12 years or 1,000,000 km in urban service, subject to prescribed inspection and maintenance. Bidder shall state design assumptions, durability evidence and any planned component replacements. Evidence: D, T, S.
17.2 Service access	Routine filters, belts, fluid checks, brake inspection, batteries, lamps, door equipment, HVAC filters and diagnostic points shall be accessible without removal of seats or primary structure. Daily checks shall be possible from ground level where practicable. Evidence: D, I.

17.3 Lubricants / consumables	Provide a complete fluid, lubricant, coolant, refrigerant, filter and grease schedule with international specifications and locally available approved equivalents. Evidence: M.
17.4 Manuals	Supply operator, driver, workshop, electrical, body repair, diagnostic, HVAC, brake, transmission and emissions-aftertreatment manuals in English, electronically searchable and updated throughout warranty. Evidence: M.
17.5 Parts information	Illustrated parts catalogue linked to VIN/chassis number, with OEM part numbers, supersessions, approved alternatives and recommended initial stock. Evidence: M, S.
17.6 Special tools	List and supply all special tools, diagnostic hardware/software, calibration equipment and aftertreatment service equipment needed for fleet support. Annual licence costs shall be disclosed. Evidence: S, I.
17.7 Software support	No safety, emissions or immobiliser function shall become unusable because of an undisclosed subscription. Bidder shall guarantee diagnostic and calibration support for at least 12 years. Evidence: S.
17.8 Identification / registration	Each bus shall carry an ISO 3779/3780-compatible VIN/WMI or accepted equivalent, engine and major-unit serials, approval, mass and capacity plates. The delivery registration pack shall match the exact type/variant/version and as-built configuration. Evidence: C, I, M.
18. INSPECTION, TESTING AND ACCEPTANCE	
Application	Acceptance of a sample, drawing or certificate does not relieve the supplier of responsibility for every delivered bus.
18.1 Design review	Before production, submit general arrangement, seating/accessibility layout, axle-load calculation, system schematics, material schedule, approval matrix and list of deviations. Purchaser approval is required before configuration freeze. Evidence: C, D, S.
18.2 Prototype inspection	First completed bus shall undergo dimensional, mass, workmanship, accessibility, service-access and system-function inspection before batch production. All findings shall be closed through controlled corrective action. Evidence: I.
18.3 Mass verification	Weigh complete bus by individual wheel/axle at kerb mass and simulated design loading for each seating/wheelchair mode. Verify GVM, axle, tyre and side-to-side limits and provide scale certificates. Evidence: T, I.
18.4 Road performance	Verify acceleration, 17 per cent hill start, speed limiter, turning circle, steering, ride, door interlocks and retarder on a documented test route at representative loading. Evidence: T, I.
18.5 Brake evidence / test	Review UNECE R13 approval and conduct statutory brake performance/imbalance checks on each bus. Prototype testing shall include low-pressure warning, circuit isolation, park hold and retarder integration. Evidence: C, T, I.
18.6 Accessibility	Demonstrate kneeling, ramp deployment, ramp load, obstruction detection, wheelchair manoeuvring, restraint operation, accessible stop requests and emergency recovery. Cycle test records shall be supplied. Evidence: T, I.

18.7 HVAC	Conduct hot-soak/pull-down and steady-state test to the agreed 45 C-equivalent procedure with internal temperature mapping, passenger heat-load simulation and electrical/engine temperature recording. Evidence: T, I.
18.8 Water ingress	Whole-body rain test including roof equipment, glazing, service doors, emergency exits and underfloor splash zones. No cabin leakage or trapped water is acceptable. Evidence: T, I.
18.9 Fuel integrity	Diesel system shall pass leak inspection. Evidence: C, T, I.
18.10 Electrical / diagnostics	Verify charge balance at hot idle, isolation, all lights, warning tell-tales, CAN diagnostics, stored faults, CCTV, destination signs and emergency electrical functions. Evidence: T, I.
18.11 Production conformity	Supplier shall maintain conformity-of-production records and permit purchaser audits. Each bus shall have a signed pre-delivery inspection and configuration record traceable to VIN. Evidence: C, S, I.

19. WARRANTY, SPARE PARTS, TRAINING AND SUPPORT	
Application	Commercial support obligations shall be secured in the contract and shall cover the exact supplied configuration.
19.1 General warranty	Minimum 24 months or 200,000 km, whichever occurs first, for complete bus including body, chassis, engine, aftertreatment, transmission, retarder, axles, suspension, steering, braking, doors, HVAC, electrical and ITS, excluding only defined normal wear items. Evidence: S.
19.2 Structural / corrosion	Minimum 10-year structural warranty against cracking or failure attributable to design/manufacture and minimum 8-year warranty against perforation corrosion, subject only to published inspection/repair conditions. Evidence: S.
19.3 Emission system	Emission certification, DPF/SCR/catalyst durability, approved fuels/oils/DEF and warranty exclusions shall be explicit. Repeated regeneration or reagent-inducement faults caused by design/calibration shall be treated as warranty defects. Evidence: S, M.
19.4 Parts availability	Guarantee genuine or approved-equivalent spare-parts availability for at least 12 years from final delivery. State local stock, lead times, emergency supply and price-index method. Evidence: S.
19.5 Training	Provide competency-based training for drivers, technicians, body repairers, diagnostic staff and emergency responders, with course material, practical assessment and refresher support. Evidence: S, I.
19.6 Resident support	Provide a qualified resident engineer/technical representative during commissioning and the agreed warranty mobilisation period, with escalation access to the manufacturer. Evidence: S.
19.7 Failure reporting	Supplier shall operate a VIN-based defect, campaign and warranty reporting system; notify purchaser promptly of safety recalls, approval changes and software updates; and provide root-cause/corrective-action reports for fleet defects. Evidence: S, M.

A. APPENDIX - COMPLIANCE EVIDENCE MATRIX		
Application	The series/supplement cited in any certificate shall be valid for the contract and accepted by the responsible approval authority. A component approval does not by itself approve the complete installation.	
System	Primary benchmark	Minimum evidence
General bus construction / accessibility	UNECE R107	Vehicle type approval, information document, floor plan
Rollover strength	UNECE R66	Approval communication plus report covering exact roof mass/configuration
Commercial vehicle braking	UNECE R13	Complete-vehicle brake approval, system schematic and test report
Steering	UNECE R79	Vehicle/system approval and steering test evidence
A. APPENDIX - COMPLIANCE EVIDENCE MATRIX		
Euro IV, V or VI diesel emissions	UNECE R49 applicable series/limit	Engine-family approval for exact fuel and aftertreatment
Commercial tyres / installation	UNECE R54, R117, R142	Tyre approval marks/certificates, load calculation
Safety glazing	UNECE R43	Glazing approval and installation evidence
Indirect vision	UNECE R46	Mirror/camera approval and field-of-view evidence
Lighting installation	UNECE R48; ADR 13	Installation approval and lamp approval schedule
Seats / anchorages	UNECE R80	Seat and vehicle installation approvals
Wheelchair restraint	UNECE R107 Annex 8; ISO 10542-1 where fitted	Restraint and anchorage test reports
Material burning behaviour	UNECE R118	Material/component approval reports
Electromagnetic compatibility	UNECE R10	Vehicle/component EMC approval
External noise	UNECE R51	Vehicle noise test/approval
Speed limiting	UNECE R89	System/vehicle approval and set-point record
Advanced emergency braking - option	UNECE R131	System/vehicle approval

B. APPENDIX - BIDDER TECHNICAL DATA SCHEDULE	
Application	Bidder shall complete every field and attach evidence. 'Standard' or 'as required' is not an acceptable response.

No.	Required declaration	Bidder response / evidence reference
1	Manufacturer / model / model year / country of manufacture	
2	Approval category and UNECE type-approval numbers	
3	Overall length / width / height - diesel	
4	Wheelbase / front overhang / rear overhang / turning diameters	
5	Kerb mass / front axle / rear axle - diesel	
6	GVM / front axle rating / rear axle rating	
7	Capacity with 1 wheelchair: fixed seats / tip-up seats / standees / total	
8	Capacity with 2 wheelchairs: fixed seats / tip-up seats / standees / total	
9	Un-kneeled floor height / kneeled first-step height / ramp gradients	
10	Engine make / model / displacement / cylinders / net power / torque	

B. APPENDIX - BIDDER TECHNICAL DATA SCHEDULE		
11	Emission approval number / engine family / approval series / fuel	
12	Diesel common rail / EGR / DOC / DPF / SCR / DEF details and service intervals	
13	Aftertreatment consumables / regeneration / inducement / derate logic	
14	Diesel fuel capacity / declared city consumption / range	
15	Digital ticketing machine make / model / international-market compatibility	
16	Quantity: two machines per bus / mounting positions / power, network and ITS integration details	
17	Transmission make / model / ratios / retarder type / cooling	
18	Front axle make/model/rating; rear axle make/model/rating/final drive	
19	Tyre make / size / load index / speed symbol / rim	
20	Brake approval / disc-drum arrangement / ABS-EBS-ESC / air capacity	
21	Suspension make / ECAS functions / kneeling and raise dimensions	
22	Body material grades / section thickness / joining / corrosion process	
23	Rollover approval and exact configuration covered	
24	Door clear widths / ramp width and capacity / wheelchair restraint system	
25	HVAC make / refrigerant / cooling capacity / test result	
26	Alternator output / battery capacity / hot-idle load balance	
27	Fire detection and suppression approval / agent / capacity	
28	Warranty / structural / corrosion / emissions warranty	
29	Recommended service intervals and guaranteed parts-support	

	period	
30	All deviations, exclusions and alternative proposals	
31	ON-BUS DIGITAL SYSTEM Technical Specification & Vendor Requirements	See Annexure- METRO BUS DIGITAL PLATFORM

C. APPENDIX - NORMATIVE AND GUIDANCE REFERENCES		
Application	References are listed by subject. The contract shall use the approval series and amendments accepted by the responsible authority on the contract date.	
Reference	Application	Official / publisher link

C. APPENDIX - NORMATIVE AND GUIDANCE REFERENCES

UNECE R107 Rev.9	Uniform provisions concerning approval of M2 or M3 vehicles with regard to general construction.	https://unece.org/sites/default/files/2024-10/R107r9e.pdf
UNECE R49 applicable series	Heavy-duty engine emissions: applicable Euro IV, V or VI approval level.	unece.org/.../addenda-1958-agreement-regulations-41-60
UNECE R54 Rev.3	Pneumatic tyres for commercial vehicles and trailers.	https://unece.org/fileadmin/DAM/trans/main/wp29/wp29regs/2013/R054r3e.pdf
Additional UNECE Regulations	UNECE R10 EMC; R13 braking; R34 fuel/fire; R43 glazing; R46 indirect vision; R48 lighting; R51 noise; R66 rollover; R79 steering; R80 seats; R89 speed limitation; R117 tyre performance; R118 material burning; R131 AEB; R142 tyre installation.	https://unece.org/transport/vehicle-regulations-wp29/standards/addenda-1958-agreement-regulations-0-20
Wheelchair restraint	ISO 10542-1, Wheelchair tiedown and occupant-restraint systems.	https://www.iso.org/standard/57758.html
Welding quality	ISO 3834 series and ISO 9606-1/-2, or accepted equivalent production welding controls.	https://www.iso.org/committee/54750/x/catalogue/p/1/u/0/w/0/d/0

SPECIAL CONDITIONS AND WARRANTY SCHEDULE

12 m RIGHT-HAND-DRIVE AC LOW-FLOOR DIESEL CITY BUS

Rear-engine diesel / Accessible urban passenger service

Purpose. This schedule establishes mandatory vehicle configuration, UNECE compliance evidence, accessibility, brake and drive-axle declarations, and separately certified warranty obligations. It is written without naming or favouring any vehicle or component manufacturer.

1. Scope and interpretation

1. The offered vehicle shall be a new 11.5 m to 12.0 m, right-hand-drive, rear-engine diesel city bus suitable for intensive metropolitan stop-start service, tropical ambient conditions, high passenger loading and hilly routes.
2. The vehicle may be offered as a low-floor design only where its construction and accessible boarding arrangement comply with the applicable series of UNECE Regulation No. 107. The bidder shall state the regulatory class and the precise floor classification.
3. The complete bus, body, chassis, accessibility systems, engine installation, automatic transmission, driveline, axles and braking system shall be engineered as one approved vehicle. Assembly from individually compliant components does not by itself demonstrate complete-vehicle compliance.
4. Where this schedule states 'shall', the requirement is mandatory. 'Preferred' identifies an evaluated enhancement. Any deviation shall be declared clause-by-clause; silence will be treated as full compliance. This schedule is supplementary to Section 7.2.1, AC Low-Floor Diesel Engine Driven Bus Specifications. If any conflict occurs, the main 19-page specification shall govern.

2. Mandatory vehicle configuration

Item	Mandatory condition
Vehicle category	Right-hand-drive, single-deck, rigid M3 Class I urban transit bus for frequent boarding and the carriage of seated and standing passengers.
Driving arrangement	Right-hand drive, with passenger service doors on the left side for Sri Lankan operation.
Body/floor	Purpose-built low-floor city-bus structure. Conversion of a high-floor coach or truck chassis is not permitted.
Power unit	Rear-mounted, water-cooled, four-stroke turbocharged and charge-air-cooled compression-ignition engine with electronically controlled high-pressure common-rail direct injection. The complete Euro IV-VI engine and aftertreatment configuration shall be supplied exactly as certified.
Transmission	Fully automatic heavy-duty city-bus transmission with torque converter, automatic lock-up and an integrated hydraulic or approved electromagnetic retarder, coordinated with the service braking system and driveline protection logic.
Suspension	Full air suspension on the front and rear axles with electronic ride-height control, kneeling, raise/lower functions, diagnostics and protected manual recovery.
Accessibility	One or two wheelchair positions as selected in the tender schedule, an accessible center service door, compliant boarding ramp, wheelchair restraint or containment, priority seating, accessible stop-request controls

	and required signs.
Braking	UNECE R13 full-air dual-circuit service braking with ABS, EBS and traction control; spring-applied parking brake, four-circuit protection or approved equivalent, and coordinated retarder blending. ESC shall be offered as an optional priced feature.
Duty	Frequent stop-start metro operation at design GVM, with air-conditioning operating, in ambient temperatures from 0 C to 45 C, relative humidity up to 95 per cent, heavy rain, dust and coastal salt exposure.

3. UNECE compliance and evidence

The bidder shall provide valid type-approval certificates, approval numbers and technical reports issued or accepted by an authorised approval authority or technical service. Marketing brochures and self-declarations alone are insufficient.

Regulation	Required subject/evidence
UNECE R107	General construction of buses/coaches, vehicle class, low-floor arrangement, exits, gangways and accessibility, including wheelchair provisions.
UNECE R13	Heavy-vehicle braking, including service, secondary and parking braking and applicable electronic braking functions.
UNECE R49	Compression-ignition engine emissions for the offered engine family and emission stage.
UNECE R85	Measurement/declaration of net engine power.
UNECE R66	Strength of the complete superstructure for the exact vehicle configuration, including the declared length, roof mass, HVAC, seating layout and center of gravity.
UNECE R10	Electromagnetic compatibility of vehicles and relevant electronic systems.
UNECE R43 / R46 / R48	Safety glazing; indirect vision; installation of lighting and light-signaling devices.
UNECE R79	Steering equipment and applicable steering assistance functions.
UNECE R80 / R14 / R16	Seat and anchorage strength and safety-belt provisions where applicable to the seating positions offered.
UNECE R118	Burning behavior and fire resistance of materials used in the interior and relevant compartments.

Approval series. The purchaser shall insert the minimum acceptable series of amendments before tender issue. The successful bidder shall identify the exact regulation series applying on the vehicle's production date and provide English-language copies of all certificates.

4. Accessibility special conditions

Subject	Special condition
Wheelchair capacity	Minimum one wheelchair position; one or two positions shall be provided as selected in the tender schedule. Each usable space shall be at least 750 mm wide by 1,300 mm long, with unobstructed access from the designated service door.
Boarding system	Driver-controlled power ramp or robust manually deployable ramp at the designated door; minimum clear width 800 mm, rated capacity at least 350 kg, slip-resistant surface, high-contrast edges and lateral edge protection. With kneeling used as designed, the ramp gradient shall remain within 12-36 per cent and shall not exceed the approved UNECE R107 limit.
Kneeling	Electronically controlled kneeling shall be provided. Normal floor / first-step height at the accessible door shall not exceed 270 mm; with kneeling engaged, at least one doorway shall not exceed 250 mm. Movement shall be inhibited while driving and include warning, interlocks and protected recovery.
Wheelchair security	Forward- or rearward-facing arrangement and restraint/containment system shall match the approved vehicle configuration. Handholds, backrest/support, stop request and signage shall be included.
Door and controls	At least two left-side service doors shall be provided. Front door clear width shall be at least 750 mm and the wheelchair-accessible centre door at least 1,100 mm. Door safety, controls, handrails, contrasting edges, illumination and passageways shall comply with UNECE R107.
Demonstration	The first production bus shall pass a witnessed accessibility demonstration before fleet production acceptance. Measurements and photographs shall form part of the acceptance record.

5. Warranty structure and kilometer preference

- Separate written warranties shall be submitted for: (a) complete vehicle; (b) engine and emission-control system; (c) automatic transmission/retarder; (d) propeller shaft and driveline; (e) drive axle, differential and hubs; (f) braking and electronic control system; and (g) body structure and corrosion protection.
- Each component warranty shall be issued or countersigned by the relevant original component producer or its authorized regional representative. A dealer-only promise is not an acceptable substitute for factory-backed coverage.
- Kilometers shall be the primary tender-evaluation measure. Calendar years are a secondary protection and administration limit. Bidders shall state both values and shall not replace kilometer coverage with engine hours unless an approved conversion method is also supplied. In every case, the base warranty for each listed vehicle, system and component shall be not less than 2 years / 200,000 km, whichever occurs first.
- The base warranty and every extended-warranty option shall be priced separately. The purchaser may select extended coverage at contract award or at any time permitted before expiry of the base warranty.
- Warranty begins only upon final acceptance and commissioning of each bus, not on factory

completion, shipment, customs arrival, or provisional inspection.

6. Required and preferred warranty coverage

System	Mandatory minimum	Preferred evaluated offer	Coverage expectation
Complete vehicle	2 years / 200,000 km	Years? / km?	All defects in material, manufacture, installation and integration.
Engine - comprehensive	2 years / 200,000 km	years / km factory-backed extended cover	Engine assembly, fuel system, turbocharging, electronic controls, cooling interfaces and installation-related failures.
Emission-control system	2 years / 200,000 km, or the applicable regulatory warranty where longer	years / km	Aftertreatment, sensors, dosing where fitted, control modules and emissions-related wiring; exact legal coverage declared.
Automatic transmission and retarder	2 years / 200,000 km	years / km or 5 years with unlimited km	Transmission, torque converter, retarder, ECU, approved cooler and installation interfaces.
Propeller shaft / driveline	2 years / 200,000 km	Years / km	Shafts, universal joints, slip joints, centre bearings, guards and installation alignment.
Drive axle / differential / hubs	2 years / 200,000 km	years / km	Housing, final drive, differential, shafts, hubs and bearings; seals included except proven accidental damage.
Brake system excluding friction wear	2 years / 200,000 km	years / km	Valves, chambers, compressors, modulators, ECUs, calipers, adjusters and related installation. Pads/linings are wear items but must have separate defect coverage.
Body load-bearing structure	10 years / 1,000,000 km	Longer factory-backed time and kilometre coverage	Structural cracking, weld failure, joint separation, permanent distortion and loss of structural integrity under normal approved duty.
Corrosion perforation	8 years / 800,000 km	Longer factory-backed time and kilometer coverage	Perforation from internal corrosion and failure of specified anti-corrosion treatment, subject to published inspection requirements.

Paint and exterior finish	2 years / 200,000 km	years / km	Adhesion failure, abnormal blistering, peeling and premature fading beyond agreed tolerances.
Accessibility equipment	2 years / 200,000 km	years / km	Ramp, kneeling controls, interlocks, wheelchair backrest/restraints, call buttons and signs.
Air-conditioning / electrical / multiplex	2 years / 200,000 km	years / km	Complete installed systems including controllers, harnesses, connectors and integration.

6.1 Body and paint protection options

Option	Manufacturer-proposed body and paint protection	Mandatory submission
Mandatory baseline - all options	Every fabricated steel component shall receive CED/KTL/e-coat or a proven equivalent multi-stage system, plus seam sealing, cavity wax and durable topcoat. Dissimilar-metal joints shall be isolated and sealed, and cut edges and underbody areas shall resist salt, water and stone impact.	Declare the complete process, treated areas, surface preparation, coating layers and dry-film thicknesses, galvanic isolation, seam and cavity treatment, underbody protection, maintenance, repair process and warranty, matching Section 7.2.1 Clause 9.9.
Option 1 - compliant standard system	The manufacturer's standard long-life body and exterior finish system, meeting the mandatory baseline for tropical, high-humidity, intensive urban operation.	Identify the option included in the base bus price and provide vehicle-specific durability evidence, colour and gloss retention criteria, approved local repair materials and warranty.
Option 2 - powder-coated / enhanced system	The mandatory baseline plus powder coating on suitable removable steel or aluminium components and subassemblies. Powder coating shall be an enhancement and shall not replace the required complete corrosion-treatment system.	Identify every powder-coated area, pretreatment, coating material and thickness, curing process, limitations at welds or hollow sections, and the approved local repair method.
Option 3 - premium or proprietary system	The mandatory baseline plus a manufacturer-proven enhanced finish, such as zinc-rich epoxy and high-build epoxy with a two-component polyurethane topcoat, added chip protection or enhanced cavity and underbody treatment.	Provide the enhanced process specification, treated areas, comparative durability evidence, colour and gloss retention criteria, and the extended structural, corrosion and paint warranties.
Equivalent alternative	Another manufacturer-supported long-life protection system may be offered only where it meets or exceeds the mandatory baseline and the selected option's durability.	Provide independent or vehicle-specific durability evidence and a clause-by-clause comparison with Section 7.2.1 Clause 9.9 and the listed protection options.

Manufacturer options. Each bidder shall submit and separately price at least three body and paint protection options, identify the option included in the base bus price, and state the body-structure, corrosion-perforation, and paint/exterior-finish warranties for each option. The minimum warranties are 10 years / 1,000,000 km for the load-bearing structure, 8 years / 800,000 km for perforation corrosion, and 2 years / 200,000 km for paint and exterior finish.

Commercial position. The preferred figures are intentionally stated as evaluated enhancements, allowing international bidders to quote factory-backed extra coverage without excluding otherwise compliant vehicles. The final contract shall use the accepted bidder values.

7. Extended-warranty special conditions

Condition	Requirement
Factory backing	Extended coverage shall be registered against the vehicle identification and component serial numbers and remain enforceable if the local distributor changes.
Coverage levels	Quote at least two options: Option 1 - major assemblies; Option 2 - comprehensive parts and labour. List every exclusion and deductible.
Included costs	Parts, labour, diagnostics, software, travel, freight, towing/recovery where immobilised, oils/coolant required by the repair, and applicable taxes shall be stated as included or excluded.
No premature time expiry	A bidder receives preference where kilometre coverage is not reduced by a short calendar limit. Any maximum time limit shall be clearly stated and scored separately.
Supplier-caused downtime	Calendar warranty shall be extended day-for-day while a bus is unavailable because of an accepted warranty defect, delayed technical decision or delayed warranty parts.
Fleet-wide defect	A safety-related common defect shall trigger immediate investigation and fleet campaign. A recurring non-safety defect affecting 5% or more of delivered buses shall trigger root-cause analysis and a preventive fleet remedy.
Maintenance rights	Warranty shall not be cancelled merely because trained purchaser staff perform scheduled maintenance using approved procedures, tools and parts/fluids meeting the declared specifications.
Transfer and continuity	Coverage shall remain with the bus throughout the contract and shall not depend on continued ownership by a particular operating entity within the purchaser's public transport group.

8. Drive axle and brake option schedule

Rear drive-axle disc or drum brakes may be accepted where the complete braking system is approved to UNECE R13 for the exact vehicle configuration and its thermal capacity is demonstrated for the declared route duty. The arrangement shall be evaluated on approval evidence, thermal performance, maintainability, expected wear life, local support and lifecycle cost; brake type alone shall not determine compliance.

Item	Bidder declaration	Required evidence
Drive axle	Producer and model to be declared in bid schedule	Rated axle capacity not less than the certified rear axle load; ratio, differential type, hub arrangement, oil specification and service intervals declared.
Rear disc option - acceptable	Disc diameter/thickness; caliper type; pad area; wear sensing; parking-brake arrangement	Provide fade/thermal evidence, expected pad and disc life, inspection limits, special tools, overhaul method and parts prices.
Rear drum option - acceptable	Drum diameter/width; lining area; automatic adjustment; inspection access; parking-brake arrangement	Provide fade/thermal evidence, expected lining and drum life, inspection limits, adjustment checks, special tools and parts prices.
Front axle brakes	Type and full specification to be declared	Compatibility with rear system, electronic control, stability and retarder blending shall be demonstrated.
Electronic/pneumatic system	System architecture and approval numbers	Dual circuits, circuit protection, compressor capacity, air dryer, reservoirs, warning thresholds, diagnostic access and failure modes declared.
Retarder coordination	Control stages and activation logic	Demonstrate brake-pedal blending, low-speed cut-out, wheel-slip/anti-lock interaction, thermal protection and driver display.
Route-duty evidence	Fully laden calculation or test	Demonstrate service and secondary braking and repeated downhill/stop-start thermal performance at the purchaser's declared mass, gradient, speed and ambient temperature.

9. Mandatory bidder warranty schedules

The following schedules shall be completed separately for each offered bus configuration. Attach signed warranty documents behind each schedule.

Required field	Bidder response
Component/assembly	
Producer and country of origin	
Exact model / family / serial-number format	
Base warranty - years	Minimum 2 years
Base warranty - kilometres	Minimum 200,000 km
Extended option 1 - years / kilometres	_____years / _____km
Extended option 2 - years / kilometres	_____years / _____km
Coverage level	Comprehensive / major assembly / listed components
Parts included	Yes / No - exceptions attached
Labour, diagnostics, travel and freight included	Yes / No - exceptions attached
Deductible per claim	
Warranty provider and authorised claim location	
Maximum claim-response time	_____Hours
Maximum repair/parts lead time	_____Days
Scheduled maintenance conditions	Attached: Yes / No
Full exclusions attached	Yes / No
Factory-authorised signature and date	

10. Engine and emission-system information schedule

Information	Mandatory submission
Architecture	Configuration, displacement, aspiration, charge-air cooling, injection type and rated speed.
Output	Certified net power and peak torque with applicable approval report.
Emission approval	Regulation, series, emission stage, engine family, certificate number and production conformity statement.
Aftertreatment	System description, regeneration strategy, operator inputs, consumables, cleaning/replacement intervals and component prices.
Installation approval	Evidence of cooling, air intake, exhaust back-pressure, fuel system and electronic integration review for this bus model.
Operating limits	Permitted fuel, lubricant/coolant standards, ambient temperature, altitude, gradient/duty restrictions and idle limits.
Service	Intervals in kilometres and hours, quantities, special tools, diagnostic software/licence and training requirements.

Warranty	Separate base and extended certificates, kilometre/time limits, covered components, exclusions, claim process and local support.
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11. Transmission and driveline information schedule

Information	Mandatory submission
Automatic transmission	Model/family, input torque rating, ratios, torque converter, retarder rating, cooling requirement, control interface and approved fluid.
Application approval	Written confirmation that engine torque, vehicle mass, axle ratio, tyre size, gradients, duty cycle and cooling are within approved limits.
Information	Mandatory submission
Driveline	Propeller-shaft layout, critical-speed calculation, joint ratings, alignment limits, lubrication intervals and guards.
Drive axle	Capacity, final-drive ratio, differential/hub design, bearing and seal details, lubricant, inspection and overhaul intervals.
Diagnostics	Fault-code access, software/licence, data logging, calibration protection and purchaser workshop capability.
Warranty	Separate factory-backed certificates for transmission/retarder, propeller shaft and drive axle, including base and extended options.

12. Warranty administration and service performance

Service measure	Minimum condition
Acknowledgement	Within 24 hours of claim submission.
Technical diagnosis / action plan	Within 48 hours for an immobilised or safety-related bus; within 3 working days for other defects.
On-site attendance	Within the bidder's committed time, stated separately for the main depot and remote depots.
Repair completion	Target within 7 calendar days. Where this cannot be achieved, provide written cause, temporary solution and confirmed parts date.
Safety defect	Immediate stop-use advice, engineering assessment and fleet check/campaign where applicable.
Claim closure	Written repair record, parts used, labour, software/calibration changes and root cause. Purchaser acceptance is required.

Parts support	Guaranteed supply for at least 12 years from final delivery, with critical warranty parts stocked locally at agreed minimum quantities.
Training	Initial and refresher training for operation, maintenance, diagnostics, accessibility equipment, brake system and warranty claim procedures.

13. Acceptance, records and exclusions

- All buses shall be registered for complete-vehicle and component warranties before final acceptance. Registration evidence and warranty numbers shall be supplied for each vehicle identification number.
- The purchaser shall receive English-language workshop manuals, maintenance schedules, wiring and pneumatic diagrams, diagnostic instructions, parts catalogues and warranty claim procedures before the first bus enters service.
- Permitted exclusions are limited to normal consumable wear, accidental damage, misuse proven by recorded evidence, and failure to perform a clearly specified scheduled maintenance operation that directly caused the claimed failure.
- A blanket exclusion for tropical heat, humidity, heavy traffic, urban stop-start operation, normal gradients, wheelchair-ramp cycles or approved purchaser maintenance is not acceptable.
- Software updates, calibrations and safety campaigns required to correct a defect shall be provided without charge throughout the affected system warranty.
- Where the supplier replaces a major assembly, the repaired/replaced assembly shall receive the remainder of the original warranty or 2 years / 200,000 km from return to service, whichever provides greater remaining coverage.

14. Tender evaluation principles

Evaluation area	Principle
Mandatory compliance	Pass/fail based on complete evidence and declared deviations.
Kilometre warranty	Primary warranty score; higher genuine factory-backed kilometre limits receive greater credit.
Calendar protection	Secondary score; short time limits that are likely to expire before the kilometre limit receive reduced credit.
Coverage quality	Comprehensive parts/labour coverage, low exclusions, no deductible and direct factory backing receive greater credit.

Evaluation area	Principle
Lifecycle support	Local technical capacity, critical parts, response times, training, diagnostic access and published parts prices are evaluated.
Brake/axle suitability	Type approval, thermal evidence, maintainability, expected wear life, local support and total lifecycle cost are evaluated; brake type alone does not determine compliance.

15. Regulatory basis

This schedule is based on the UNECE framework for general bus construction and accessibility and the related vehicle-system regulations identified in Clause 3. Current regulation texts and amendment series shall be verified against the official UNECE WP.29 collection at the date of tender issue. **Commercial warranty periods in this schedule are procurement conditions, not requirements imposed by UNECE.**

Official source	Relevance	Web address
UNECE WP.29 - UNECE Regulation No. 107	General construction of M2 and M3 vehicles, including accessible bus provisions.	https://unece.org/transport/documents/2022/11/standards/un-regulation-no-107-rev9-amend1
UNECE WP.29 - Regulations index	Official regulation collection, including heavy-vehicle braking, emissions, steering, glazing, superstructure and materials.	https://unece.org/transport/vehicle-regulations-wp29/standards/addenda-1958-agreement-regulations-101-120

Tender completion note. Before issue, confirm the target fleet quantity, operating altitude where relevant, and local service locations. The vehicle class, Euro IV-VI diesel approval, dimensions, accessibility, route duty and environmental conditions shall remain exactly as stated in

4. Workshop Facilities and Trained Personnel

1. Name of Bidder/Local Agent :

2. No. of Technical Personnel

(a) Full Time :

(b) Part Time :

3. Full Time Engineers/Technicians

Name	Qualification
I	
II	
III	
IV	
V	
VI	
VII	

4. Special Training received if any:

5. Workshop Facilities available : Yes/No

a. Flow Area (approx) :

b. Address of the Workshop :

6. Whether the workshop facilities owned by the Bidder : Yes/No

If the answer is no, attach documentary evidence with regard to the arrangement with the owner of the facility.

Signature of the Bidder :

Date :

Company Seal :

5. Inspections and Tests

The following inspections and tests shall be performed

1. General

- (a) Inspections and Tests shall be carried out by the inspectors nominated by the purchaser. Supplier shall assist on this
- (b) All reasonable facilities and assistance, including access to drawings and production data for test and inspections shall be furnished to the inspectors at no charge to the purchaser.
- (c) Pre-shipment Inspection shall be conducted at the premises of manufacturer and the inspections and tests at delivery shall be conducted at the premises of purchaser or at point of delivery, and/or at the Goods' final destination.
- (d) Inspection and test report shall be submitted to the Purchaser by the inspectors
- (c) Supplier's reasonable costs and expenses incurred in the carrying out of inspections and test shall be added to the bid price.

2. Inspection and tests at the factory by the manufacturer

- (a) The manufacturer's authorized inspector shall inspect and test the buses for complying with characteristics and performance of the buses to be delivered to the purchaser
- (b) The inspection and test report shall be included with shipping documents
- (c) Costs and expenses incurred for this inspection and test shall be borne by the bidder/manufacturer

3. Pre-Shipment Inspection

- (a) The supplier shall arrange the inspection of the machine at the factory before shipment at supplier's cost
- (b) The inspections and tests shall be carried out by the bid evaluation committee members and the technically qualified supporting staff nominated by the purchaser. (maximum 03 Persons)
- (c) During pre-shipment inspection, the following shall be verified and tested
 - Compliance of specification as per the bid submitted
 - Identification references according to the factory inspection report or/and shipping documents
 - Accessories and Spare parts requested
 - Manuals and books and CDs requested
 - Operational functionality of the buses
- (d) Supplier shall provide reasonable facilities covering food, accommodation and internal transport and other facilities required for the above inspection
- (e) The supplier/bidder shall provide return Air Travel to the country of manufacture and shall arrange the visa for the travel
- (f) The cost of the above inspection (including return airfare and visa and Travel Insurance) shall be borne by the supplier/bidder and shall be indicated in the Letter of Bid and in the "Price and Completion Schedule for Related Services included in Section IV-Bidding Forms"

4. Inspection and Tests at delivery

- (a) The supplier/bidder shall arrange the inspection of the buses at the purchaser final destination specified in BDS
- (b) Purchaser's nominated inspection team (Acceptance Committee) will attend the necessary inspection and tests and will submit the inspection report to the purchaser
- (c) During the inspection and tests at final destination, the following shall be verified and tested
- Compliance of specification as per the bid submitted
 - Identification references according to the relevant documents (such as factory inspection report and shipping documents)
 - Accessories and Spare parts requested
 - Manuals and books and CDs requested
 - Operational functionality of the buses

Section VI. Conditions of Contract

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Section VI. Conditions of Contract

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

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “CC” means the Conditions of Contract.
- (g) “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.
- (h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
- (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(k) “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 Contract Agreement.

(l) “The Project Site,” where applicable, means the place named in the Special Conditions of Contract.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

(i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(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 practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and

(iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

4. Interpretation

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

4.2 Entire Agreement

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

4.3 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.

4.4 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 English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 All goods supplied under this contract shall be comp with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.
- 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 **Special Conditions of Contract**. 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 Democratic Socialist Republic of Sri Lanka.
- 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, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under

The Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.

10.3 Notwithstanding any reference to arbitration herein,

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

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

11. Scope of Supply

11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

12. Delivery and Documents

12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the **Special Conditions of Contract**.

13. Supplier's Responsibility-ties

13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.

14. Contract Price

14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

15. Terms of Payment

15.1 The Contract Price, shall be paid as specified in the **Special Conditions of Contract**.

15.2 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 CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16. Taxes and Duties

16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17. Performance Security

17.1 If required as specified in the **Special Conditions of Contract**, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.

17.2 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.

- 17.3 As specified in the **Special Conditions of Contract**, the Performance Security, if required, shall be in Sri Lankan Rupees and shall be in the format stipulated by the Purchaser in the **Special Conditions of Contract**, or in another format acceptable to the Purchaser.
- 17.4 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.

18. Copyright

- 18.1 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.

19. Confidential Information

- 19.1 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 CC Clause 19.
- 19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 19.3 The above provisions of CC Clause 19 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.
- 19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.

21. Specifications and Standards

21.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards, whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

22. Packing and Documents

- 22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

23. Insurance

- 23.1 Unless otherwise specified in the **Special Conditions of Contract**, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

24. Transportation

- 24.1 Unless otherwise specified in the **Special Conditions of Contract**, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.

25. Inspections and Tests

- 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **Special Conditions of Contract**.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the **Special Conditions of Contract**. Subject to CC Sub-Clause 25.3, 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.
- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bears 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.

- 25.4 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.
- 25.5 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 complies 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.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 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 CC Sub-Clause 25.4.
- 25.8 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 CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

- 26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **Contract Data** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **Special Conditions of Contract**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

27. Warranty

- 27.1 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.

- 27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.3 Unless otherwise specified in the **Special Conditions of Contract**, 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 **Special Conditions of Contract**.
- 27.4 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.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **Special Conditions of Contract**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **Special Conditions of Contract**, 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.

28. Patent Indemnity

- 28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, 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.

- 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, 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.
- 28.3 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.
- 28.4 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.
- 28.5 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, copy right, 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.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

**30. Change in
Laws and
Regulations**

30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka 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 CC Clause 14.

31. Force Majeure

31.1 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.

31.2 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.

31.3 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.

**32. Change Orders
and Contract
Amendments**

32.1 The Purchaser may at any time order the Supplier through notice in accordance CC 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.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance

of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause, must be asserted within Twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

32.3 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.

32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

33. Extensions of Time

33.1 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 CC 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.

33.2 Except in case of Force Majeure, as provided under CC Clause 31, 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 CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

34. Termination

34.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.

- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(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.

34.2 Termination for Insolvency.

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

34.3 Termination for Convenience.

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

35. Assignment

- 35.1 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 VII. Special Conditions of Contract

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

CC 1.1(i)	The Purchaser is: Lanka Metro Transit (Pvt) Ltd
CC 1.1 (l)	Final Destination: The buses shall be delivered to the site/s within 25 km from Lanka Metro Transit (Pvt) Ltd, within 4 Months.
CC 6.1	If the bidder has participated as a partner of a Joint Venture in a project, the percentage of the bidder's contribution shall be more than 20% of the entire project to claim experience. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
CC 8.1, CC 12.1	For notices , the Purchaser's address shall be: Chairman Lanka Metro Transit (Pvt) Ltd 07 th floor, Sethsiripaya Stage II, Battaramulla.
CC 12.1	Details of Shipping and other Documents to be furnished by the Suppliers are ⁴¹ . Not relevant
CC 15.1	The method and conditions of payment to be made to the Supplier under this contract shall be as follows: Supplier is expected to supply the buses as per the order placed by the or officers authorized by him. Payment will be made within 30 days by the purchaser after acceptance by an acceptance committee of Lanka Metro Transit (Pvt) Ltd
CC 17.1	Performance Security: i. A sum equivalent to ten percent (10 %) of the total value of the contract by a bank guarantee valid for 1020 days from the date of award shall be required as a Performance Security for the due fulfillment of the contract, including warranty obligations by the successful bidder. ii. If the is of the opinion that the performance of the successful bidder is unsatisfactory and that there is a breach of the stipulated conditions of the agreement, the Performance Security is liable to be forfeited and the contract to be terminated.
CC 25.1	The inspections and tests shall be carried out by the bid evaluation committee members and the technically qualified supporting staff nominated by the purchaser. (maximum 03 Persons) They have the right to inspect and test the Goods to confirm their conformity to the Contract Specifications at the sites/premises of the supplier/manufacturer. All reasonable facilities for such inspections shall be arranged by the supplier at no charge to the Ministry. Any form of unsuitability detected in the Goods delivered or part thereof, due to non-conformity to specifications made by either party, should be met with 100%

	replacement of those goods or parts thereof by the supplier.
CC 25.2	The Inspections and tests shall be conducted at in the premises of the supplier/ manufacturer.
CC 26.1	The liquidated damages shall be: <i>1% of the Contract price of delayed goods</i> per day.
CC 26.1	The maximum amount of liquidated damages shall be: <i>10% of the Contract price.</i>
CC 27.3	The supplied buses shall have a minimum warranty of 200,000 km. Major components, namely Engine (excluding Starter Motor, Alternator & Fuel Injection Pump), Gear Box, Front Axle, Rear Axle, Chassis frame, Steering Gear, Propeller Shaft, should have warranties of 200,000 km Any Major Unit given above failing within 20,000 km should be replaced with a New Unit, instead of supplying spares to repair them. All other items should carry warranties for 100,000 km. Any items which fail below the warranty distance shall be replaced free of charge by the manufacturer. Drawings provided by the Bidder under the provisions of the Contract shall be correct in all details. Adequate quantities of changeover units and spare parts to recondition the same, as well as expendable parts for the buses, should be held by the local agent to cover the warranty period or be available at short call upon receipt of official orders.
CC 27.5	Any failures or Goods found to be defective during the warranty period shall be repaired or replaced by the supplier within One Week of such notice at no cost to the purchaser. Otherwise, the supplier shall pay a penalty of SLR 60,000/- per bus per each day of delay after the one-week period, which penalty if the supplier fails to pay within one week of notice, shall be recovered from the Performance Security.

Section VIII. Contract Forms

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1. Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “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 Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) *[Add here any other document(s)]*
3. 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.

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

2. Performance Security

[Note: the purchaser is required to fill the information marked as “” and delete this note prior to selling of the bidding document]*

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

----- *[Issuing Agency's Name, and Address of Issuing Branch or Office]* -----

*** Beneficiary: Chairman, Lanka Metro Transit (Pvt) Ltd, Wing – C, 07th floor, Sethsiripaya Stage II, Battaramulla**

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- *[name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. ----- *[reference number of the contract]* dated-----
----- with you, for the ----- Supply of ----- *[name of contract and brief description]* (hereinafter called "the Contract").

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

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

This guarantee shall expire, no later than the day of, 20.. *[insert date, 28 days beyond the scheduled completion date including the warranty period]* and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

3. Guarantee for Advance Payment

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

Date: *[insert date (as day, month, and year) of Bid Submission]*
NCB No. and title: *[insert number and title of bidding process]*

[issuing agency's letterhead]

Beneficiary: **Chairman, Lanka Metro Transit (Pvt) Ltd, Wing – C, 07th floor, Sethsiripaya Stage II, Battaramulla**

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of issuing agency]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)]*⁵⁰ *in figures and words* upon receipt by us of your first demand in writing, declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date]*⁵¹.

[signature(s) of authorized representative(s) of the issuing agency]
