

PROCUREMENT OF THE PRODUCTS AND SERVICES
UNDER
JAPAN'S GRANT AID 2004
IN RESPONSE TO THE DAMAGES CAUSED BY THE GREAT
EARTHQUAKE OFF THE COAST OF SUMATRA, THE REPUBLIC
OF INDONESIA, AND BY THE INDIAN OCEAN TSUNAMI
DISASTER

----THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA----

DRAFT TENDER DOCUMENTS

FOR THE SUPPLY OF
Slip-way Cradle and Workshop Working Tools of Tangalle Fishery
Harbour

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PART I

INSTRUCTIONS TO TENDERERS

PART I : INSTRUCTIONS TO TENDERERS

1. Introduction

1.1 Source of Funds

The Government of the Democratic Socialist Republic of Sri Lanka (hereinafter referred to as the “ **Recipient** ”) has received the Grant from the Government of Japan according to the Notes exchanged between the Governments (hereinafter referred to as “ **E/N** ”) on **17 January 2005** concerning Japan’s Grant Aid 2004 in response to the damages caused by the great earthquake off the coast of Sumatra, the Republic of Indonesia, and by the Indian Ocean Tsunami Disaster.

It is intended that the funds available of this grant will be used to procure the goods and/or services.

1.2 Implementing Agent

Japan International Cooperation System (JICS) (hereinafter referred to as “ **JICS** ”) acts as an implementing agent for and on behalf of the Recipient to procure the goods and/or services utilizing the funds available in accordance with the E/N.

JICS is also delegated to conclude the contract with the supplier and to make a payment to the supplier.

1.3 Eligible Tenderer and Manufacturer

1) The Tenderer must have his head, branch or agents in both the Recipient country and Japan.

2) The Tenderer must not have loss on P/L (Profit & Loss) for the last three consecutive years.

1.4 Exclusion of products by sanctioned firms

In case that the manufacturer is suspended from participating in tenders and/or their product(s) is refrained from purchase by major governmental institutions of Japan at the closing time of quotation, their product(s) will be excluded from the procurement by this quotation.

1.5 Cost of Tender

The Tenderer shall bear all costs associated with the preparation and submission of his tender. The Recipient, End-User* and JICS do not reimburse the Tenderer for any expense and/or cost incurred in the preparation for the tender or any other related work, regardless of the conduct or outcome of the tendering process

* End-User is a private or public organization appointed by the Recipient that receives and/or utilizes the goods and/or services in the Recipient country, whose name is indicated in **Part II Details of Tender Conditions**.

2. Tender Documents

2.1 Contents of Tender Documents

The Tender Documents include the following parts:

- (1) PART I Instructions to Tenderers
- (2) PART II Details of Tender Conditions
- (3) PART III Delivery Requirements
- (4) PART IV Forms of Contract
- (5) PART V Forms of Tender

It is a Tenderer's responsibility to examine carefully all the Tender Documents and to ascertain his understanding of the importance thereof.

2.2 Clarification of Tender Documents

- (1) Tenderer requiring any clarification of the Tender Documents may notify JICS **in written English** by means of facsimile by the time and date for Questions indicated in **PART II Details of Tender Conditions**.
- (2) Any clarification request received later than the time and date for Questions indicated in **PART II Details of Tender Conditions** shall be rejected.
- (3) JICS will respond to clarification requests in written English to all prospective Tenderers by the date for Answer & Addenda indicated in **PART II Details of Tender Conditions** by means of facsimile.
- (4) JICS will not respond to any clarification requests and/or queries on the Tender Documents through telephone conversation or personal contact.

2.3 Amendment of Tender Documents

When JICS requires an amendment and/or addition to the Tender Documents, all Tenderers will be notified of the amendment and/or addition in written English from JICS by means of facsimile by the date for Answer & Addenda indicated in **PART II Details of Tender Conditions**. In return, all Tenderers are required to send a facsimile message to JICS to acknowledge the amendment and/or addition with the date of receipt.

3. Preparations of Tender

3.1 Language

The documents for Tender and all other accompanying documents must be **typewritten in English**.

3.2 Documents for Tender

The Tenderer must prepare all the documents indicated in **PART II Details of Tender Conditions** with all blanks therein duly completed and signed.

3.3 Tender Price

The Tender price(s) must be firm and irrevocable. Alteration of the submitted Tender price on the grounds of any alleged misrepresentation or misinformation is not accepted either.

3.4 Validity of Tender

The Tender submitted is irrevocable and remains valid for the period specified in **PART II Details of Tender Conditions**. The Tender validity for a shorter period shall be rejected by JICS.

3.5 Bid Bond

- (1) The Tenderer shall submit a Bid bond. The details are described in the conditions below:

Timing of Submission	By the closing date and time of Tender. Be submitted together with other documents for Tender.
Issuer	By the head office or a branch in Japan of a first class, internationally recognized bank or an insurance company.
Form	In a form of guarantee issued by the above-mentioned institution.
Amount	Not less than the five percent (5%) of the total Tender price.
Validity	To cover more than 30 days after the opening date of Tender. (May be extended if so requested)
Timing of Release	1) To the unsuccessful Tenderers Promptly after the official decision is made that they are unsuccessful. 2) To the successful Tenderer After signing the Contract and his submission of a performance bond. (See 6.4. "Performance Bond")

3.6 Alternative Tenders

Alternative Tenders are not acceptable.

4. Tender Submission

4.1 Tender Submission

Required documents shall be enclosed and sealed in the separate envelopes "A", "B" according to the following instructions:

- (1) Envelope A
shall consist of the required documents designated in **Article 5 of Part II "Presentation of the Documents for Tender"**. One (1) Tenderer shall submit one (1) Envelope A only. All the required documents shall be in duplicate (one (1) original and one (1) copy) and each set shall be bound in a separate file in ascendant order with its index number according to **Article 5 of Part II**.

Envelope A shall be sealed and marked on each file cover with the mark "A", the mark either "Original" or "Copy" and the Tenderer's name

- (2) Envelope B
shall consist of the required documents designated in **Article 5 of Part II "Presentation of the Documents for Tender"**. All the required documents shall be in duplicate (one (1) original and one (1) copy) and each set shall be bound in a separate file in ascendant order with its index number according to **article 5 of Part II**.

Envelope B shall be sealed and marked on each file cover with the mark "B", the lot number, the mark either "Original" or "Copy" and the Tenderer's name.

- (3) All blank spaces shall be filled and alteration of the original wording is not allowed once they are submitted. Incomplete, vague or conditional Tenders are not suitable for consideration. Changes in any parts of the Tender forms are not permitted.

4.2 Closing time and date of Tender

The Tenderer shall submit his tender to the designated place in Colombo in person, by runner or by registered mail at the time and the date stated in **PART II Details of Tender Conditions**. The tenders through telex, unregistered mail, telegraphic, e-mail or facsimile are unacceptable.

4.3 Late Tenders

Any tenders received after the closing time and date shall be returned unopened to the Tenderer.

4.4 Declination

The Tenderer who does not participate in this Tender entirely for any reason must inform JICS of his decision to decline this Tender in type-written English by facsimile prior to the closing date and time of Tender.

4.5 Modification and Withdrawal of Tender

- (1) No Tender may be modified after the Tender submission.
- (2) No Tender may be withdrawn in the interval between the closing time and date for submission of Tenders and the expiration of validity of Tender specified by the Tenderer. Withdrawal of a Tender during this interval may result in the Tenderer's forfeiture of his Bid Bond.

5. Tender Opening

5.1 Tender Opening Procedure

All Tenders are opened and evaluated by JICS and the Government of Sri Lanka. The attendance of any Tenderer is permitted at the opening.

5.2 Evaluation of Tender

- (1) First stage
 - 1) JICS will open and examine Envelope A submitted by all the Tenderers to determine whether they are complete, whether any computational errors have been made, whether required documents have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.
 - 2) If JICS finds any Tender that does not satisfy the instructions specified in **PART II Details of Tender Conditions**, such Tender shall not be considered.
 - 3) Any Tender with addition, reservation, erasure, and/or irregularity, which are incomplete, conditional, illegible, and obscure, is not accepted.
- (2) Second Stage
 - 1) Only the tenderer(s) who is/are qualified at the first stage, JICS will open Envelope B.

- (3) Clarification of Tenders
During examination, evaluation and comparison of the Tenders, JICS may, at its discretion, ask the Tenderer for a clarification of his Tender.
- (4) Criteria of Tender Evaluation
The successful Tenderer will be selected through consideration of the following factors in addition to the preliminary examination:
 - 1) Tender price provided in Forms of Tender
 - 2) Technical Specifications
 - 3) Delivery schedule
 - 4) Capability to perform under the Purchase Contract
 - 5) Others

5.3 Remarks

- (1) JICS reserves the right to negotiate with Tenderers on their Tender conditions while evaluating the Tenders.
- (2) JICS reserves the right to reject all and/or any part of Tenders, judging from the results of JICS's evaluation in terms of the above factors. The Tenderers are not entitled to make claims of the decision.

6. Award of Contract

6.1 Basis of Award

The award of the Contract shall be given to the Tenderer whose Tender is deemed the most advantageous according to the factors mentioned in **5.2 (3) “Criteria of Tender Evaluation.”**

6.2 Confirmation of Award

The award shall be confirmed by the successful Tenderer when the successful Tenderer receives a facsimile notification from JICS of the final decision.

6.3 Signing the Contract

- (1) The Contract is to be made in accordance with **PART IV Forms of Contract.**
- (2) The successful Tenderer is obligated to enter into a contract indicated in **PART IV Form of Contract** within **fourteen (14) days** after the day JICS notifies him for an award of the Contract.
- (3) In the event that the successful Tenderer does not make a Contract with JICS without reasonable explanation in the specified period (14 days), he forfeits his Bid Bond and loses the right to conclude the Contract. Then, JICS may consider entering into a Contract with the second most advantageous Tenderer.

6.4 Performance Bond

The successful Tenderer shall submit a Performance Bond in order to guarantee a faithful performance and completion of the Contract . If he fails, for any reason, to execute the Contract, he forfeits the said bond. The cases where a Performance Bond submitted by the Supplier is confiscated are stipulated in **PART IV Forms of Contract.**

Timing of Submission	Within ten (10) days after the date of issuing Award (See 6.1 “Basis of Award”).
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Issuer	The head office or a branch in Japan of a first class, internationally recognized bank or an insurance company.
Form	This guarantee is subject to ICC Uniform Rules for Demand Guarantees (ICC Publication No.458).
Payment Conditions	This guarantee is unconditionally payable against the presentation of ① the beneficiary's receipt accompanied by ② the original Letter of Guarantee and ③ the beneficiary's first written demand supported by the beneficiary's written statement stating that the applicant is in breach of his obligation under the Contract.
Amount	Not less than the ten percent (10%) of the total Contractual amount.
Validity	To cover more than sixty (60) days from the estimated time of arrival of all the Goods to the destination, delivery and completion in the Recipient country. (May be extended if so requested)
Timing of Release	As soon as possible after JICS confirms the completion of the Contract

PART II

DETAILS OF TENDER CONDITIONS

PART II : DETAILS OF TENDER CONDITIONS

1. General Descriptions

- | | | |
|-----|----------------------------------|---|
| (1) | Name of Programme | Japan's Grant Aid in response to the damages caused by the great earthquake off the coast of Sumatra, the Republic of Indonesia, and by the Indian Ocean tsunami disaster |
| (2) | Fiscal Year | 2004 |
| (3) | Recipient Government | The Government of the Democratic Socialist Republic of Sri Lanka |
| (4) | Name of the Goods to be procured | Details are as stated in PART III DELIVERY REQUIREMENTS |
| (5) | End-User | Ministry of Fisheries and Aquatic Resources |
| (6) | Tender Ref. No. | NPTSL04-036 |

2. Communications

Tenderers may contact the following address only for the clarification of Tender Documents and the submission of Tender.

Project Management Dept.

Japan International Cooperation System (JICS)

Address : Shinjuku East Bldg., 10-5, Tomihisa-cho, Shinjuku-ku,
Tokyo 162-0067, Japan

Mr. Takayuki Jinbo, Project Manager

Phone : +81-3-5369-7436

Facsimile : +81-3-5369-9502 or 9503

3. Tender Schedule

- | | | |
|-----|---|---|
| (1) | Closing time and date for the Question(s) | By 17:00, April 27, 2005 at Japan standard time |
| (2) | Answer & Addenda | By May 12, 2005 at Japan standard time |
| (3) | Closing time and date of the tender | By 16:00, May 20, 2005 at Japan standard time
Place of submission of the tender
JICS Headquarter, Tokyo, Japan |
| (4) | Validity of the tender | Until June 20, 2005 at Japan standard time |

4. Tender Currency and Pricing

- (1) Currency unit : In Japanese Yen
- (2) The Tenderer must quote his tender price, taking into account of trade terms, the cost factors and other delivery requirements as indicated in **PART III DELIVERY REQUIREMENTS**.
- (3) The tender price must be written in figures and in words, without erasures, for the total tender price. In case of a contradiction between figures and words, JICS decides at his discretion.

- (4) All prices must be firm and irrevocable. Alteration of the submitted tender price on the grounds of any alleged misrepresentation or misinformation is not accepted either.

5. Documents presentation for Tender (to be submitted by the Tenderer to JICS)

No.	Name of Document/Form O = Original / C = Copy		Envelope A		Envelope B	
			O	C	O	C
1.	Form of Tender				1	1
2.	Schedule-I	Breakdown of Tender Price			1	1
3.	Schedule-II	Conditions of Offer	1	1		
4.	Schedule-III	Delivery Schedule and Method	1	1		
5.	Schedule-IV	Technical Specifications	1	1		
6.	Schedule-V	Company information	1	1		
7.	Certificate of Signature to be addressed to the Recipient Government		1	1		
8.	Power of Attorney to be addressed to JICS issued by the Tenderer		1	1		
9.	Technical Data / information of the Goods to be issued or published by the manufacturers		1	1		
10.	Bid Bond		1	-		

Note :

- (1) Every envelope shall be typewritten as below
Address to : Japan International Cooperation System (JICS)

Tender for : Procurement of Slip-way Cradle and Workshop Working Tools of Tangalle Fishery Harbour under Japan's Grant Aid 2004 in response to the damages caused by the great earthquake off the coast of Sumatra, the Republic of Indonesia, and by the Indian Ocean Tsunami Disaster
Tender Reference No. : NPTSL04-036
- (2) **Document No. 1, 2, 3, 4, 5 & 6 :** Tenderers are requested to provide the documents referring to the forms attached in **Part V Forms of Tender**.
- (3) **Document No. 7: "Certificate of Signature"** is a document issued by an official organization (eg. Chamber of Commerce & Industry, notary public and so on), certifying the name, title, and signature of the person signed thereto as genuine and authentic. The signatory on the certificate must have the legal representative power of the Tenderer.
- (4) **Document No. 8 : "Power of Attorney"** is required only in the case where the person having legal representative power of the Tenderer delegates all or parts of his/her power to the other person of Tenderer and must be issued by the Tenderer and be submitted together with the Certificate of Signature. If the signatory has the representative power of the Tenderer and submits, negotiates, transacts, agrees, and signs any kind of documents for the tender by himself, a Power of Attorney is not required.
- (5) Certificate of Signature and a Power of Attorney must be submitted separately.

PART III

DELIVERY REQUIREMENTS

DELIVERY REQUIREMENTS

- | | |
|---|---|
| 1. Name of the Goods and Quantity | (1) Details are shown in Attachment-A
(2) The Goods must be brand new and genuine.
(3) The final quantity of the Goods is subject to the result of the tender. |
| 2. Technical Specifications | As specified in Attachment-B |
| 3. Disembarkation port | Colombo Port, Sri Lanka |
| 4. Final Delivery Point (Site) | Details are shown in Attachment-A |
| 5. Required Delivery Schedule | As soon as possible |
| 6. Trade Terms | DDU-Site |
| 7. Cost Factors | As described in Attachment-C |
| 8. Transportation Method | Transportation method shall be selected by the Tenderer at his own risk considering with security of transportation and delivery period. |
|
9. Partial Shipment of the Goods |
Allowed |
| 10. Transshipment of the Goods | Allowed |
| 11. Consignee (End-User) | Ministry of Fisheries and Aquatic Resources
Address: New Secretariat, Maligawatta
Colombo 10, Sri Lanka
Phone: 94-11-2327060
Fax: 94-11-2541184
Contact Person: Secretary,
Mr. E. Jinadasa |
|
12. Notify party |
(1) Same as Consignee

(2) Ministry of Finance and Planning
Address: 3 rd Floor, The Secretariat,
Colombo 01, Sri Lanka
Attention: Mr. J. H. J. Jayamaha,
Additional Director General
Tel: 94-11-248-4694
Fax: 94-11-244-7633

(3) Ceylon Fishery Harbours Corporation
Address: P.O.Box 1747, Rock House Lane,
Colombo 15, Sri Lanka
Phone: 94-11-2522947 / 2523051/ 25529394
Fax: 94-11-2522217
Contact Person: Mr. G.D. Thilakasiri
Chairman |

(4) JICS Headquarter

Address: 5th Floor, Shinjuku EAST Bldg.,
10-5 Tomihisa-cho, Shinjuku-ku
Tokyo 162-0067, Japan
Attention: Project Manager
Mr. Takayuki Jimbo
Tel: 81-3-5369-7436
Fax: 81-3-5352-9502, 9503

(5) JICS Liaison Office in Sri Lanka

Address: Room503, Hilton Colombo Residence
200, Union Place, Colombo 2, Sri Lanka
Phone: 011-536-0503 (Direct),
011-479-3600 (Reception)
Facsimile: 011-536-0503
Contact Person: **Mr. Takayuki Jimbo**, Project Manager
(Mobile phone **0776-981-785**)

13. Packing

- (1) To be packed by means of the manufacturer's export standard packing (cardboard box, carton box, wooden box, shrink package, etc.), which can prevent any damage from heat, freeze, humidity and deterioration of the Goods.
- (2) Packing shall have enough resistance against rough handling, exposure to extreme temperatures, humidity, salt and precipitation during transit and open storage.
- (3) The Supplier shall decide the packing size and weight taking into account of the remoteness of handling of the Sites and all points in transit..

14. Shipping Marks

The marking shall be put onto a main body and/or every outer package / carton in indelible black ink as follows:

Ministry of Fisheries and Aquatic Resources



Description
Item :
Country of origin
Gross Weight
Net Weight
Model no. (Carton no.)
Manufacturer :

DONATED BY THE GOVERNMENT OF
JAPAN UNDER JAPAN'S GRANT AID 2004
FOR THE DEMOCRATIC SOCIALIST
REPUBLIC OF SRI LANKA

15. National Flag of Japan and ODA Insignia

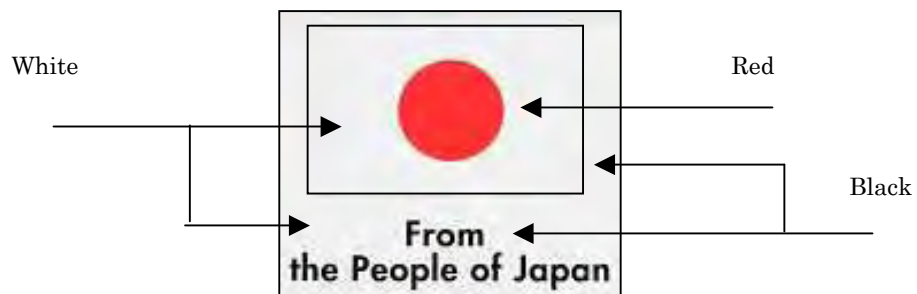
(1) The Insignia for the national flag of Japan and the ODA Insignia shall be painted with weather-proof coating in color onto each unit at least two places per unit, respectively.

(2) The size of them shall be decided at the Supplier's option, taking account of the size of the Goods.

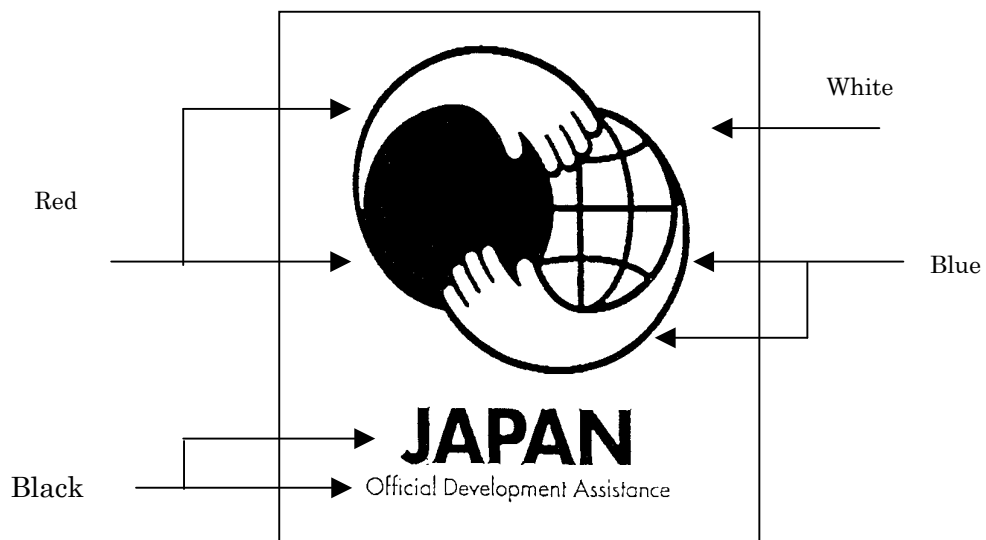
a. Red: (DIC156) / M100% + Y90% (approx.)

b. Blue: (DIC183) / C90% + Y60% (approx.)

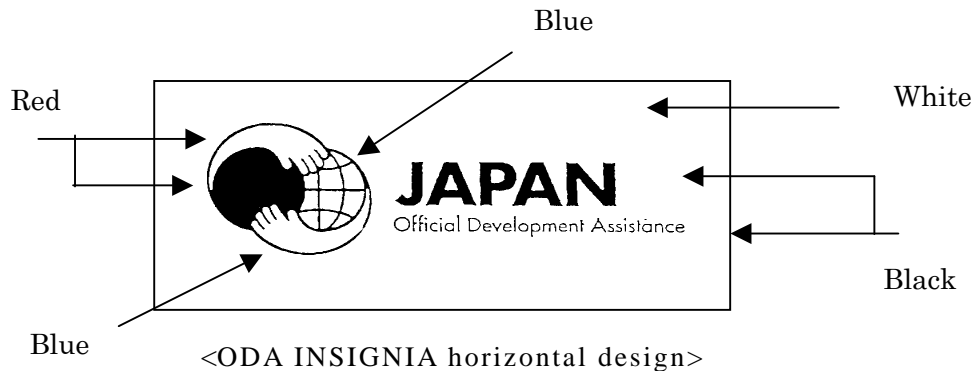
c. Black: Jet Black / BL100%



<National flag of



<ODA INSIGNIA vertical design>



16. Inspection and Tests of the Goods

The Tenderer shall arrange, at its own expense and responsibility, the following inspections and tests for the Goods.

- (1) At the manufacturer's premises
 Name of Inspector : Manufacturer
 Contents of Inspections and Test:
 Quantity, Quality, Specifications, **Function**, Weight, Size, Packing Conditions and any other data
- (2) At the manufacturer's premises
 Name of Inspector : By international recognized inspector
 Contents of Inspections and Test:
 Quantity, Quality Specifications, Weight, Size, Packing Conditions, etc.
- (3) Disembarkation Port/Place
 Name of Inspector: By international recognized inspector
 Contents of Inspections and Test:
Quantity, appearance and any other data

17. Documents presentation

As described in **Attachment-D**.

18. Special Conditions

As described in **Attachment-E**.

List of the Goods

Name of Products: Slip-way Cradle and Workshop Working Tools of Tangalle Fishery Harbour


Item	Name of the Goods	Quantity	Delivery at the site
A	Pipe wrenches	2 sets	Delivered at Tangalle Fishery Harbour
B	Hand tool kit with metal case	1 set	Delivered at Tangalle Fishery Harbour
C	Stationary hand tool kit with wall hanging board for stowing tools	1 set	Delivered at Tangalle Fishery Harbour
D	Sets of taps and dies in inch size	1 set	Delivered at Tangalle Fishery Harbour
E	Taps and dies set in metric size.	1 set	Delivered at Tangalle Fishery Harbour
F	Motor driven angled hand grinder	1 set	Delivered at Tangalle Fishery Harbour
G	Motor driven hand drill w/drill bit	1 set	Delivered at Tangalle Fishery Harbour
H	Motor driven metal cutting machine	1 set	Delivered at Tangalle Fishery Harbour
I	Battery charger	1 set	Delivered at Tangalle Fishery Harbour
J	Electric arc welder	1 set	Delivered at Tangalle Fishery Harbour
K	Slide caliper	2 sets	Delivered at Tangalle Fishery Harbour
L	Micrometer	2 sets	Delivered at Tangalle Fishery Harbour
M	Fuel injection nozzle tester	1 set	Delivered at Tangalle Fishery Harbour
N	Compression gauge	1 set	Delivered at Tangalle Fishery Harbour
O	Cylinder bore gauge	1 set	Delivered at Tangalle Fishery Harbour
P	Slip-way Cradle	1 lot	Delivered at Tangalle Fishery Harbour

Workshop Working Tools shall be delivered at the Tangalle Fishery Harbour.

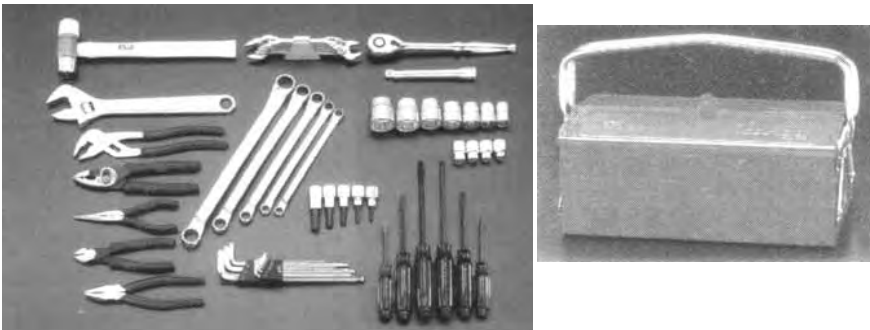
Slip-way cradle shall be fabricated and installed at the Tangalle Fishery Harbour.

SHEETS of TECHNICAL SPECIFICATIONS

Name of Products : **Slip-way Cradle and Workshop Working Tools of Tangalle Fishery Harbour**

:Items		Required Specifications	Offered Specifications
A-I	General		
A-I-1	Item No. and Name	A. Pipe wrenches.	
A-I-2	Quantity	Each one (1), two (2) in total.	
A-I-3	Manufacturer	To be specified.	
A-I-4	Model	To be specified.	
A-I-5	Country of Origin of Product	Products should be made in DAC (Developing Assistant Countries) . Country of Origin of product shall be specified.	
A-I-6	Catalogue	To be attached.	
A-I-7	Scope	Durable and good quality of product shall be supplied.	
A-II	Large size pipe wrench		
A-II-1	Length overall	Approx. 900 mm.	
A-II-2	Jaw opening	Approx. 120 to 140 mm.	
A-II-3	Quantity	One (1)	
A-III	Small size pipe wrench		
A-III-1	Length overall	Approx. 300 mm.	
A-III-2	Jaw opening	Approx. 50 to 60 mm.	
A-III-3	Quantity	One (1)	
A-IV	Figure for reference		

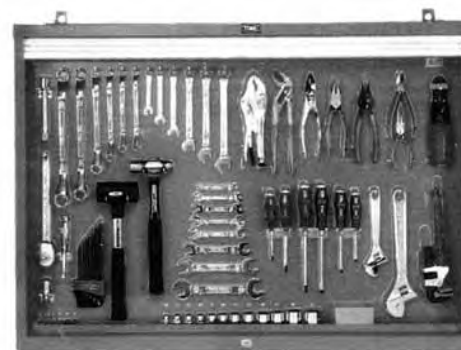
:Items		Required Specifications	Offered Specifications
B-I	General		
B-I-1	Item No. and Name	B. Hand tool kit with metal case.	
B-I-2	Quantity	One (1) set.	
B-I-3	Manufacturer	To be specified.	
B-I-4	Model	To be specified.	
B-I-5	Country of Origin of Product	Products should be made in DAC (Developing Assistant Countries) . Country of Origin of product shall be specified.	
B-I-6	Catalogue	To be attached.	
B-I-7	Scope	Durable and good quality of product shall be supplied.	
B-II	Hand tool kit with metal case	Set of hand tool kit with metal case shall include the following items.	
B-II-1	Set of socket wrench Socket wrench (11 pcs. in total) Allen key (hexagonal) wrench Ratchet handle Extension bars Spinner handle	10 mm., 12 mm., 13 mm., 14 mm., 17 mm., 19 mm., 22 mm., 24 mm., 27 mm., 30 mm and 32 mm. (each one) 5 mm., 6 mm., 8 mm., 10 mm. and 12 mm. One (1) of 250 mm. in length and suitable for the above. One (1) of 150 mm in length. One (1)	
B-II-2	Open ended spanner (6 pcs. In total) with holder.	8 mm. x 7 mm., 8 mm. x 10 mm., 10 mm. x 12 mm., 11 mm. x 13 mm., 12 mm. x 14 mm. and 17 mm. x 19 mm. (each one)	
B-II-3	Ring spanner (5 pcs. in total)	10mm. x 12 mm., 11 mm. x 13 mm., 14 mm. x 17 mm., 17 mm. x 19 mm. and 22 mm. x 24 mm. (each one)	
B-II-4	Crescent wrench	One (1) of approx. 300 mm. in length	
B-II-5	Pliers	One (1) of approx. 175 mm. in length	

B-II-6	Side cutting nippers	One (1) of approx. 150 mm. in length	
B-II-7	Snipe nosed pliers (Other name: Pliers for radio work)	One (1) of approx. 150 mm. in length	
B-II-8	Slip joint pliers (Other name: Combination pliers)	One (1) of approx. 200 mm. in length	
B-II-9	Water pump pliers	One (1) of approx. 250 mm. in length	
B-II-10	Screw drivers	Three (3) of (-) shape of approx. 75 mm., 100 mm and 150 mm in length. Each one of (+) shape and No.1, No.2 and No.3	
B-II-11	hammer	One (1) of combination of soft and hard heads and approx. 750 grs	
B-II-12	Metal tool box	One (1) and approx. 25 cm. x 170 cm. x 45 cm.	
B-II-13	Other tools, if any	To be specified	
B-III	Figure for reference		

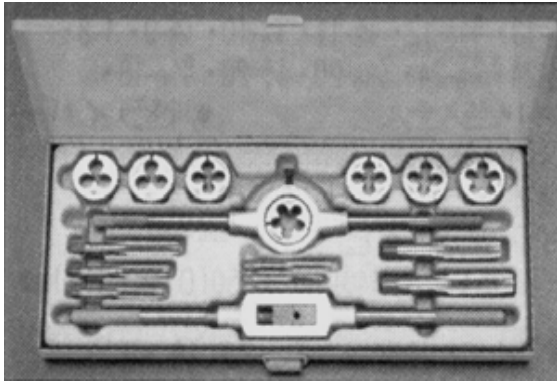
:Items	Required Specifications	Offered Specifications
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C-I	General		
C-I-1	Item No. and Name	C. Stationary hand tool kit with wall hanging board for stowing tools.	
C-I-2	Quantity	One (1) set.	
C-I-3	Manufacturer	To be specified.	
C-I-4	Model	To be specified.	
C-I-5	Country of Origin of Product	Products should be made in DAC (Developing Assistant Countries) . Country of Origin of product shall be specified.	
C-I-6	Catalogue	To be attached.	
C-I-7	Scope	Durable and good quality of product shall be supplied.	
C-II	Hand tool kit	Set of hand tool kit shall include the following items.	
C-II-1	Set of socket wrench Ratchet handle Handle (Screw driver shape) Extension bar Ball shape joint	5 mm., 5.5 mm., 7 mm., 8 mm., 10 mm. and 12 mm. 13 mm., 14 mm., 17 mm., 19 mm., 21 mm., 22 mm., 24 mm., 27 mm., 30 mm. and 32 mm. One (1) and approx. 370 mm. One (1) and 115 mm. One (1) and 150 mm. One (1).	
C-II-2	Open ended spanner (8 pcs. in total)	5.5 mm. x 7 mm., 8 mm. x 10 mm., 10 mm. x 12 mm., 11 mm. x 13 mm., 12 mm. x 14 mm., 14 mm. x 17 mm., 19 mm. x 21 mm. and 22 mm. x 24 mm.	
C-II-3	Ring spanner (6 pcs. in total)	10 mm. x 12 mm., 11 mm. x 13 mm., 12 mm. x 14 mm., 14 mm. x 17 mm., 19 mm. x 21 mm. and 22 mm. x 24 mm. (each one)	
C-II-4	Combination of open ended and ring spanner (6 pcs. in total)	10 mm. x 10 mm., 12 mm. x 12 mm., 14 mm. x 14 mm., 17 mm. x 17 mm., 19 mm. x 19 mm. and 21 mm. x 21 mm. (each one)	
C-II-5	Crescent wrench (2 pcs. in total)	Two (2) and approx. 200 mm. and 300 mm. in length respectively	
C-II-6	Slip joint pliers (Other name: Combination pliers)	One (1) and approx. 200 mm. in length	
C-II-7	Pliers	One (1) and approx. 250 mm. in length	

C-II-8	Snap ring pliers	One (1) for opening cum closing and approx. 200 mm. in length	
C-II-9	Side cutting pliers	One (1) of approx. 170 mm. in length	
C-II-10	Snipe nosed pliers (Other name: Pliers for radio work)	One (1) and approx. 150 mm. in length	
C-II-11	Side cutting nippers	One (1) and approx. 150 mm. in length	
C-II-12	Pipe wrench	One (1) and approx. 300 mm. in length	
C-II-13	Gripping and holding pliers	One (1) and approx. 250 mm. in length	
C-II-14	Mini-bolt Cutter	One (1) and approx. 250 mm. in length	
C-II-15	Hammer	One (1) and approx. 450 grs. of head weight	
C-II-16	Soft face hammer	One (1) and approx. 450 grs. of head weight	
C-II-17	Ball point wrench set (9 pcs. in total)	1.5 mm., 2 mm., 2.5 mm., 3 mm., 4 mm., 5 mm., 6 mm., 8 mm. and 10 mm.	
C-II-18	Screw driver (6 pcs. in total)	(-) shape tip and 75 mm., 100 mm. and 150 mm. (each one) (+) shape tip and No.1, No.2 and No.3	
C-II-19	Wall hanging board	One (1) for stowing tools and approx. 110 cm. x 80 cm. x 13 cm.	
C-II-20	Others, if any	To be specified.	
C-III	Figure for reference		



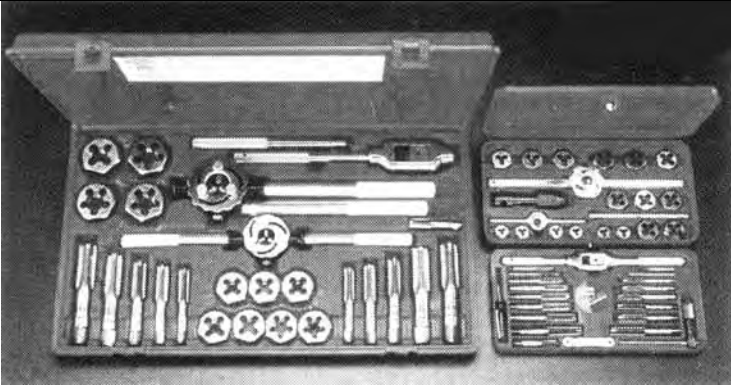
:Items		Re	Offered Specifications
D-I	General		
D-I-1	Item No. and Name	D. Sets of taps and dies in inch size.	

D-I-2	Quantity	One (1) set	
D-I-3	Manufacturer	To be specified.	
D-I-4	Model	To be specified.	
D-I-5	Country of Origin of Product	Products should be made in DAC (Developing Assistant Countries) . Country of Origin of product shall be specified.	
D-I-6	Catalogue	To be attached.	
D-I-7	Scope	Durable and good quality of product shall be supplied.	
D-II	Taps and dies set (inch size)	Set of taps and dies shall include the following items.	
D-II-1	Taps and dies set in inch size Tap (7 pieces) Extra tap (2 pieces) Die (7 pieces) Material Handle for dies Handle for taps	One (1) set 1/4W20, 5/16W18, 3/8W16, 7/16W14, 1/2W12, 5/8W11, 3/4W10, 7/8-W9, 1-W8 1/4W20, 5/16W18, 3/8W16, 7/16W14, 1/2W12, 5/8W11, 3/4W10, SKS2 or equivalent. One (1). One (1).	
D-II-2	Case	At least one (1)	
D-II-3	Others, if any	To be specified.	
D-III	Figure for reference		


:Items		Required Specifications	Offered Specifications
E-I	General		
E-I-1	Item No. and Name	E. Taps and dies set in metric size.	

E-I-2	Quantity	One (1) set.	
E-I-3	Manufacturer	To be specified.	
E-I-4	Model	To be specified.	
E-I-5	Country of Origin of Product	Products should be made in DAC (Developing Assistant Countries) . Country of Origin of product shall be specified.	
E-I-6	Catalogue	To be attached.	
E-I-7	Scope	Durable and good quality of product shall be supplied.	
E-II	Taps and dies set (metric size)	Set of taps and dies shall include the following items.	
E-II-1	Taps and dies set in metric size Taps Material Dies Material Handle for dies Handle for taps Pitch gauge	M3-0.5, M4-0.7, M4-0.75, M5-0.8, M5-0.9, M6-1.0, M7-1.0, M8-1.0, M8-1.25, M9-1.0, M9-1.25, M10-1.25, M10-1.5, M11-1.5, M12-1.5, M12-1.75, M14-1.25, M14-1.5, M14-2.0, M16-1.5, M16-2.0, M18-1.5, M18-2.5, M20-2.5, M22-1.5, M24-2.0, M24-3.0 and (BSP)1/8-28 SKS2 or equivalent. M3-0.5, M4-0.7, M4-0.75, M5-0.8, M5-0.9, M6-1.0, M7-1.0, M8-1.0, M8-1.25, M9-1.0, M9-1.25, M10-1.25, M10-1.5, M11-1.5, M12-1.5, M12-1.75, M14-1.25, M14-1.5, M14-2.0, M16-1.5, M16-2.0, M18-1.5, M18-2.5, M20-2.5, M22-1.5, M24-2.0 and M24-3.0 SKS2 or equivalent. Four (4) pieces. Four (4) pieces. One (1) for metric.	

E-II-2	Case	At least two (2).	
E-II-3	Others, if any	To be specified.	
E-III	Figure for reference		

			
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:Items		Required Specifications	Offered Specifications
F-I	General		
F-I-1	Item No. and Name	F. Motor driven angled hand grinder.	
F-I-2	Quantity	One (1) set.	
F-I-3	Manufacturer	To be specified.	
F-I-4	Model	To be specified.	

F-I-5	Country of Origin of Product	Products should be made in DAC (Developing Assistant Countries) . Country of Origin of product shall be specified.		
F-I-6	Catalogue	To be attached.		
F-I-7	Scope	Durable and good quality of product shall be supplied.		
F-II	Motor driven angled hand grinder			
F-II-1	Type	Hand held.		
F-II-2	Motor capacity and Power source	Approx. 1000 watts., AC230V, single phase, 50Hz.		
F-II-3	Whetstone size	Approx. 150 mm. in diameter and 6 mm. in thickness.		
F-II-4	Revolutions	Approx. 8,000 rpm.		
F-II-5	Weight	Approx. 3.2 kgs.		
F-II-6	Accessories Whetstone Wrench for whetstone Side handle Manuals	Required. At least one (1). Supplied. Supplied. Provided.	F-III Figure for reference 	

:Items		Required Specifications	Offered Specifications
G-I	General		
G-I-1	Item No. and Name	G. Motor driven hand drill.	
G-I-2	Quantity	One (1) set.	

G-I-3	Manufacturer	To be specified.	
G-I-4	Model	To be specified.	
G-I-5	Country of Origin of Product	Products should be made in DAC (Developing Assistant Countries) . Country of Origin of product shall be specified.	
G-I-6	Catalogue	To be attached.	
G-I-7	Scope	Durable and good quality of product shall be supplied.	
G-II	Motor driven hand drill		
G-II-1	Type	Hand held.	
G-II-2	Motor capacity and Power source	Approx. 620 watts, AC230V, single phase, 50Hz.	
G-II-3	Chuck size	Approx.1.2 mm. to 13 mm.	
G-II-4	Weight	Approx. 2.6 kg	
G-II-5	Accessories Chuck handle Lever grip Manuals	Provided. Provided. Required.	
G-II-6	Quantity	One (1) set.	

G-III	Drill bit		
G-III-1	Drill bits	1.0 mm., 1.5 mm., 2.0 mm., 2.5 mm., 3.0 mm., 3.5 mm., 4.0 mm., 4.5 mm., 5.0 mm., 5.5 mm., 6.0 mm., 6.5 mm., 7.0 mm., 7.5 mm., 8.0 mm., 8.5 mm., 9.0 mm., 9.5 mm., 10.0 mm., 10.5 mm., 11.0 mm., 11.5 mm., 12.0 mm., 12.5 mm. and 13.0 mm.	
G-III-2	Material	HSS	
G-III-3	Case	Supplied	

G-III-4	Quantity	One (1) set.	
G-IV	Figure for reference		

:Items		Required Specifications	Offered Specifications
H-I	General		
H-I-1	Item No. and Name	H. Motor driven metal cutting machine.	
H-I-2	Quantity	One (1) set.	
H-I-3	Manufacturer	To be specified.	
H-I-4	Model	To be specified.	
H-I-5	Country of Origin of Product	Products should be made in DAC (Developing Assistant Countries) .	

		Country of Origin of product shall be specified.	
H-I-6	Catalogue	To be attached.	
H-I-7	Scope	Durable and good quality of product shall be supplied.	
H-II	Motor driven metal cutting machine		
H-II-1	Type and model	Motor driven and circular whetstone metal cutter	
H-II-2	Motor capacity and Power source	Approx. 3.7 kw., AC400V, 3 phase and 50Hz.	
H-II-3	Revolutions	Approx. 2,000 to 2,500 rpm.	
H-II-4	Size of whetstone	Approx. 405 mm. and 455 mm. in diameter.	
H-II-5	Cutting capacity	Approx. 70 mm in. diameter of steel bar, 120 mm. in diameter of steel pipe and 125 mm. of angle bar.	
H-II-6	Dimensions & Weight	Approx. 50 cm. x 100 cm. x 70 cm. and Approx. 110 kgs.	
H-II-7	Wheels on the base	Provided for traveling.	
H-II-8	Accessories Whetstone Wrench for whetstone Manuals	Required. At least one (1). Supplied. Provided.	

H-III	Figure for reference		
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Items	Required Specifications	Offered Specifications
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I-I	General		
I-I-1	Item No. and Name	I. Battery charger.	
I-I-2	Quantity	One (1) set.	
I-I-3	Manufacturer	To be specified.	
I-I-4	Model	To be specified.	
I-I-5	Country of Origin of Product	Products should be made in DAC (Developing Assistant Countries) . Country of Origin of product shall be specified.	
I-I-6	Catalogue	To be attached.	
I-I-7	Scope	Durable and good quality of product shall be supplied.	
I-II	Battery charger.		
I-II-1	AC input	Approx. 1.1 kw., AC 230 volts, single phase, 50Hz.	
I-II-2	DC output	Approx. 50 amperes under 6 volts to 12 volts.	
I-II-3	Protection	Alarm for mal-connection of polarity. Over-current breaker input side.	
I-II-4	Electric feeding cable	Approx. 6 mts. in length.	
I-II-5	Secondary cable	Approx. 2 mts. in length with clips.	
I-II-6	Dimensions	Approx. 25 cm. x 36 cm. x 55 cm. in height.	
I-II-7	Weight	Approx. 23 kgs.	
I-II-8	Manuals	Required.	

I-III	Figure for reference		
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Items	Required Specifications	Offered Specifications
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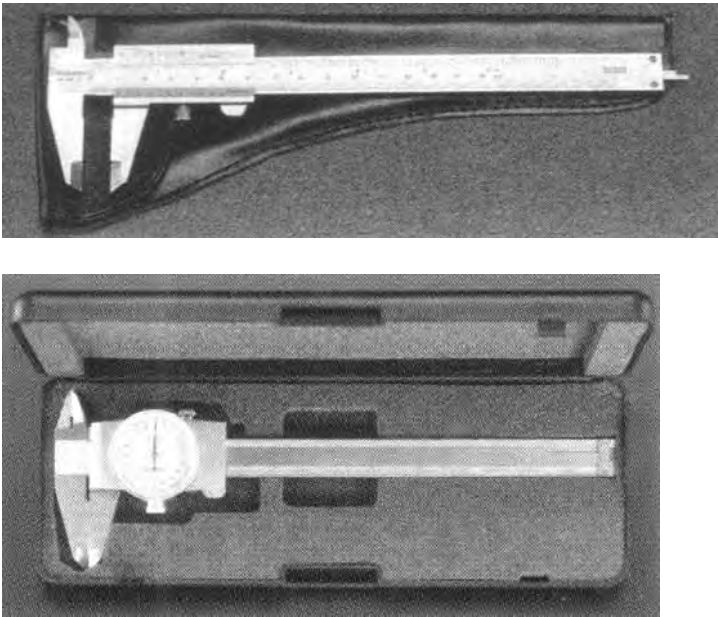
J-I	General		
J-I-1	Item No. and Name	J. Electric arc welder.	
J-I-2	Quantity	One (1) set.	
J-I-3	Manufacturer	To be specified.	
J-I-4	Model	To be specified.	
J-I-5	Country of Origin of Product	Products should be made in DAC (Developing Assistant Countries) . Country of Origin of product shall be specified.	
J-I-6	Catalogue	To be attached.	
J-I-7	Scope	Durable and good quality of product shall be supplied.	
J-II	Electric arc welder	One set shall consist of the following items.	
J-II-1	Primary input	Approx. 24 KVA, AC230V single phase, 50 Hz.	
J-II-2	Output current	Approx. 65 to 300 amperes.	
J-II-3	Available welding rod	2.6 - 6.0 mm. in diameter.	
J-II-4	Protection	A device to prevent electrical shock shall be provided.	
J-II-5	Weight	Approx. 90 kgs.	
J-II-6	Dimensions	Approx. 25 cm x 500 cm x 40 cm	
J-II-7	Pertinent fittings Primary cable Secondary cables Rod holder Earth clip covered with rubber Protection mask Leather gloves	One (1) of 10 mts. in length of capture cable. Two (2) of 10 mts. in length of capture cable. One (1). One (1). One (1). One (1).	

J-III

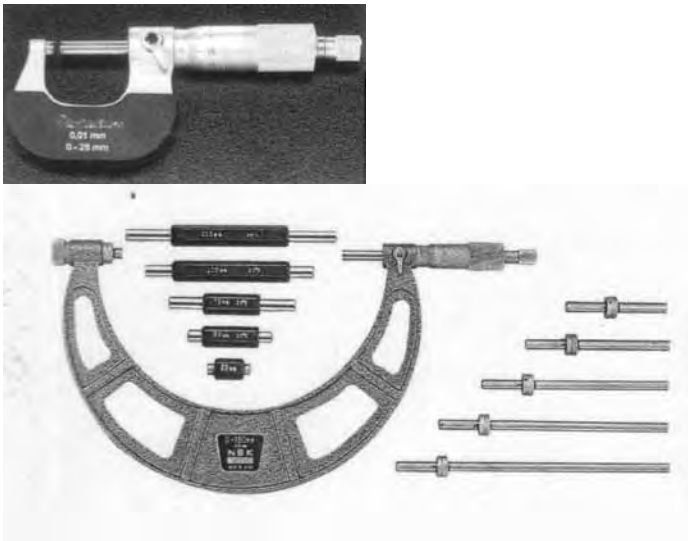
Figure for reference



:Items		Required Specifications	Offered Specifications
K-I	General		
K-I-1	Item No. and Name	K. Slide caliper.	
K-I-2	Quantity	Each one (1) and two in total.	
K-I-3	Manufacturer	To be specified.	
K-I-4	Model	To be specified.	
K-I-5	Country of Origin of Product	Products should be made in DAC (Developing Assistant Countries) . Country of Origin of product shall be specified.	
K-I-6	Catalogue	To be attached.	
K-I-7	Scope	Durable and good quality of product shall be supplied.	
K-II	Traditional slide caliper		
K-II-1	Total length	Approx. 285 mm.	
K-II-2	Measuring range	Approx. 0 to 200 mm.	
K-II-3	Accuracy	Approx. 1/20 mm.	
K-II-4	Quantity	One (1).	
K-III	Slide caliper with dial gauge		
K-III-1	Total length	Approx. 285 mm.	
K-III-2	Measuring range	Approx. 0 to 200 mm.	
K-III-3	Minimum reading	Approx. 0.02 mm.	
K-III-4	Accuracy	Approx. 0.03 mm.	
K-III-5	Quantity	One (1).	


K-IV	Figure for reference		
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:Items		Required Specifications	Offered Specifications
L-I	General		
L-I-1	Item No. and Name	L. Micrometer.	
L-I-2	Quantity	Each one (1) and two in total.	
L-I-3	Manufacturer	To be specified.	
L-I-4	Product	Products should be made in DAC.	
L-I-5	Model	To be specified.	
L-I-6	Country of Origin of Product	Products should be made in DAC (Developing Assistant Countries) . Country of Origin of product shall be specified.	
L-I-7	Catalogue	To be attached.	
L-I-8	Scope	Durable and good quality of product shall be supplied.	
L-II	Small micrometer		
L-II-1	Measuring range	0 to 25 mm.	
L-II-2	Minimum reading	At least 0.01 mm.	
L-II-3	Quantity	One (1).	
L-III	Micrometer with anvils		
L-III-1	Measuring range	0 to 150 mm.	
L-III-2	Minimum reading	At least 0.01 mm.	
L-III-3	Quantity	One (1).	

L-IV	Figure for reference		
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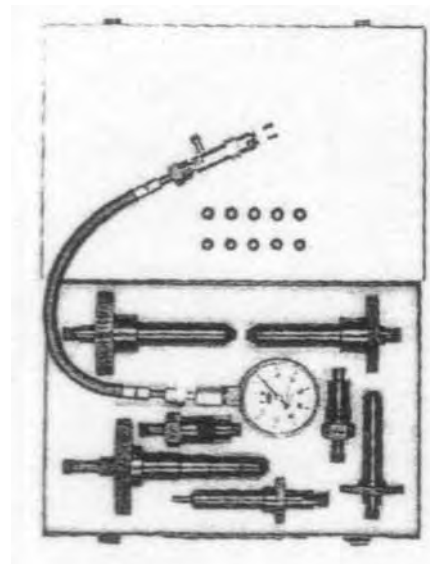
:Items		Required Specifications	Offered Specifications
M-I	General		
M-I-1	Item No. and Name	M. Fuel injection nozzle tester.	

M-I-2	Quantity	One (1) set.	
M-I-3	Manufacturer	To be specified.	
M-I-4	Model	To be specified.	
M-I-5	Country of Origin of Product	Products should be made in DAC (Developing Assistant Countries) . Country of Origin of product shall be specified.	
M-I-6	Catalogue	To be attached.	
M-I-7	Scope	Suitable for test of fuel injection nozzle for small engine.	
M-II	Fuel injection nozzle tester		
M-II-1	Type and model	Hand-operated with tank.	
M-II-2	Range of measurement	0 - 500 kgf/cm ² . (0 to 49 Mpa.)	
M-II-3	Minimum range	10 kgf/cm ² . (0.98 Mpa.)	
M-II-4	Oil tank	Approx. 600 cc.	
M-II-5	Weight	Approx. 6 kgs.	
M-II-6	Attachment High pressure oil pipe connecting to nozzles	Two (2) type of 12 mm. in diameter of hollow nut and 1.5 mm. of screw pitch. 14 mm. in diameter of hollow nut and 1.5 mm. of screw pitch. 16 mm. in diameter of hollow nut and 1.5 mm. of screw pitch.	


M-III	Figure for reference		
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:Items	Required Specifications	Offered Specifications
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N-I	General		
N-I-1	Item No. and Name	N. Compression gauge.	
N-I-2	Quantity	One (1) set.	
N-I-3	Manufacturer	To be specified.	
N-I-4	Model	To be specified.	
N-I-5	Country of Origin of Product	Products should be made in DAC (Developing Assistant Countries) . Country of Origin of product shall be specified.	
N-I-6	Catalogue	To be attached.	
N-I-7	Scope	Durable and good quality of product shall be supplied.	
N-II	Compression gauge		
N-II-1	Type and model	Compression gauge for diesel engine	
N-II-2	Gauge size	Approx. 75 mm. in diameter.	
N-II-3	Maximum graduation	Approx. 7 MPa.	
N-II-4	Minimum graduation	Approx. 0.2 Mpa.	
N-II-5	Case	Supplied.	
N-III	Figure for reference		

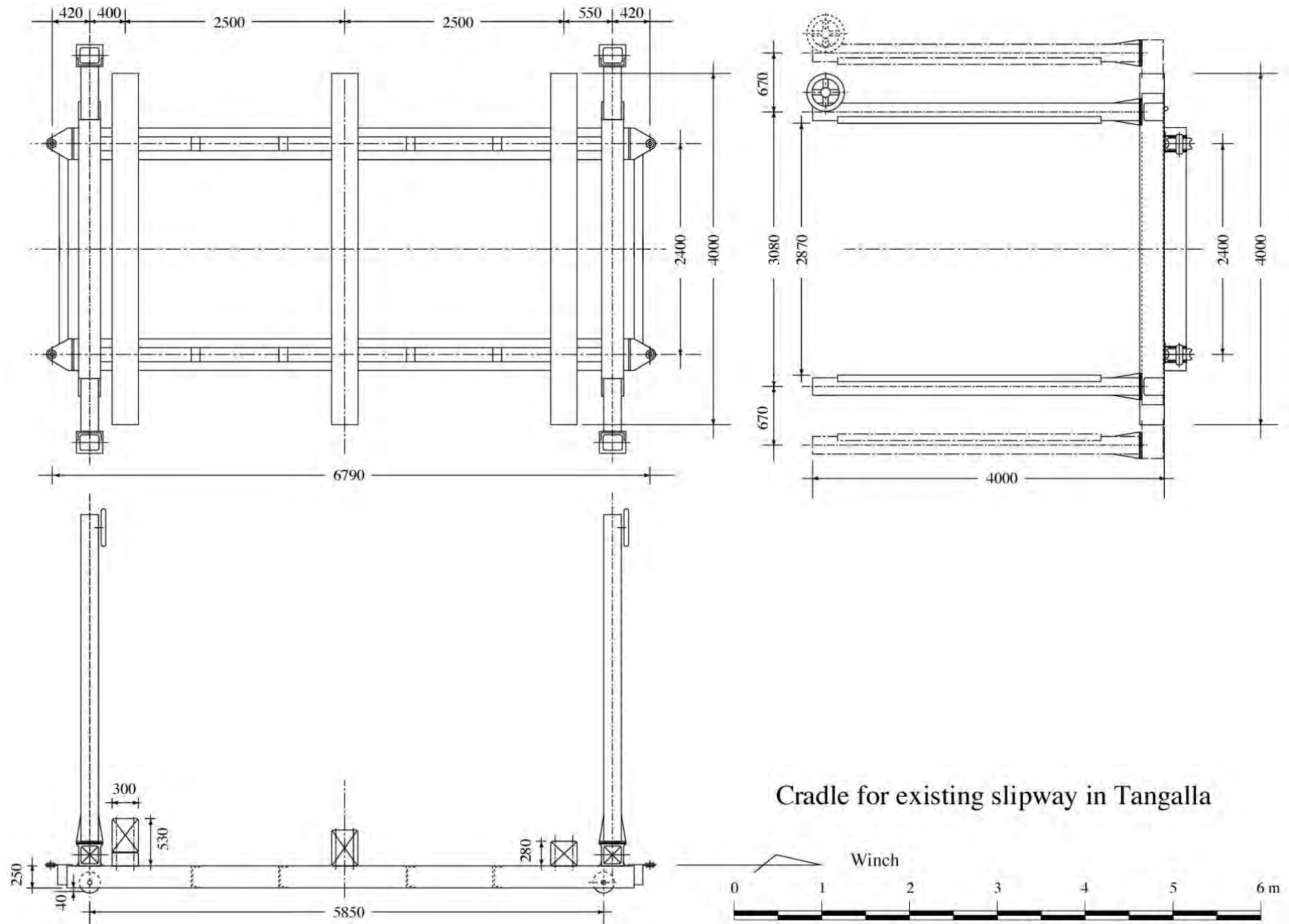


:Items	Required Specifications	Offered Specifications
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O-I	General		
O-I-1	Item No. and Name	O. Cylinder bore gauge.	
O-I-2	Quantity	One (1) set.	
O-I-3	Manufacturer	To be specified.	
O-I-4	Model	To be specified.	
O-I-5	Country of Origin of Product	Products should be made in DAC (Developing Assistant Countries) . Country of Origin of product shall be specified.	
O-I-6	Catalogue	To be attached.	
O-I-7	Scope	Durable and good quality of product shall be supplied.	
O-II	Cylinder bore gauge		
O-II-1	Type and model	Dial gauge type.	
O-II-2	Accuracy	1/100 mm.	
O-II-3	Measuring range	50 to 150 mm. of inside diameter.	
O-II-4	Length under the grip	Approx. 150 mm.	
O-II-5	Base	Provided	
O-III	Figure for reference		

:Items		Required Specifications	Offered Specifications
P-I	General		
P-I-1	Item No. and Name	P. Cradle for existing slip-way in Tangalla	
P-I-2	Quantity	One (1) set.	
P-I-3	Manufacturer	To be specified.	
P-I-4	Model	To be specified.	
P-I-5	Country of Origin of Product	Products should be made in DAC (Developing Assistant Countries) . Country of Origin of product shall be specified.	
P-I-6	Outline figure	To be attached.	
P-I-7	Scope	One (1) cradle same to the former model shall be delivered, fabricated, installed on the rails and tested, at the existing slip-way in Tangalla	
P-I-8	Delivery condition	The cradle shall be delivered, installed on the existing slip-way rails and tested.	
P-II	General		
P-II-1	Feature	The cradle shall provide four (4) sliding arms in and out horizontally to support a boat side so that the boat is hold in up light condition.	
P-II-2	Capacity	The cradle shall be designed and supplied so as to meet the dimensions of local fishing vessels that are up to 42 feet (13 m.) in length, 4.2 m. in width, 1.3 m. in depth at mid-ship and 15 tons. of displacement.	
P-II-3	Condition of existing slip-way	Graduation of slip-way 1:10 Construction Concrete Total length 45 meters Total width 6 meters Width of rails 2.4 meters. Depth at front of slip-way -2.8 meters at mean sea level. Capacity of existing winch 5.2 tons at 10 m. /min. and 2.7 tons./min.	

P-III	Cradle		
P-III-1	Length	Approx. 6.8 m.	
P-III-2	Wide	Approx. 4.4 m. between arm centers at maximum.	
P-III-3	Base frame height on the rails	Approx. 290 mm. excluding wooden blocks.	
P-III-4	Sliding arm range	At least 650 mm.	
P-III-5	Arm height	Approx. 4 m.	
P-III-6	Mechanism of arms	A pair of arms is slid in and out horizontally and simultaneously. The pairs of front and rear arms are independently moved so as to adjust the position by operating the handles fitted to the top of arms. Rotations of handles are transmitted mechanically to the screws so as to slide and move the arms.	
P-III-7	Accessories	Three (3) shackles for the towing wires. Two (2) towing wires of three (3) meters in length with eyes. Three (3) sets of hard wooden base on the frame.	
P-IV	Out line view	Refer to the attached figure in the next page	



Cradle for existing slipway in Tangalla

Table of Cost Factors

Descriptions of Cost Factors	Costs sharing
	(S= Supplier pays, E=End-User pays)
<i>In the country of exportation</i>	
Packing of the Goods	S
Inspection of the Goods at the manufacturer's premises by the manufacturer	S
Inspection of the Goods at the manufacturer's premises by the inspector	S
Loading the Goods at the manufacturing premises	S
Domestic transportation to carrier's terminal	S
Contract of carriage and dispatch	S
Trade documentation in the country of exportation	S
Customs clearance in the country of exportation	S
Export charges	S
Loading the Goods at the carrier's terminal	S
<i>Transportation</i>	
Use/Hire of special transportation equipment and accessories	S
Transportation insurance if insured	S
International Main Carriage (Sea, Air, Overland) charge	S
Unloading, storage and loading of the Goods during transportation	S
<i>In the country of importation</i>	
Unloading the Goods at the Site	S
Inland transportation cost to the Site	S
Import license/charges, Official authorizations & Custom formalities	S
Installation and commissioning cost at the site	S
Payment of VAT	E
Duty exemption procedure	E
Storage cost of the Goods at the Site	E
Inspection at the disembarkation port	S
Installation and training at the Site	S
<i>Special Costs</i>	
Demurrage cost at the disembarkation port and at the Site	S
<i>Other costs if necessary</i>	S

Documents Presentation

Documents to be presented		To JICS		To Consignee	
		Original	Copy	Original	Copy
1	Debit Note addressed to JICS issued by the Supplier	1	1	-	-
2	Commercial Invoice addressed to the Consignee signed by the Supplier	1	1	1	1
3	Packing List addressed to the Consignee signed by the Supplier	1	-	1	1
4	Clean on board Multimodal Bill of Lading / Through Bill of Lading made out to the order of the Consignee, marked "Freight Prepaid" and specified the Delivery Site as final destination.	1	-	2	1
5	Certificate of Origin addressed to the Consignee issued by the concerned authority in the shipping country	-	1	1	1
6	Certificate of Inspection <u>at the manufacturing place</u> issued by the manufacturer	1	-	1	1
7	Certificate of Inspection <u>at the manufacturing place</u> issued by the internationally recognized inspection organization	1		1	1
8	Certificate of Inspection <u>at the disembarkation port</u> issued by the internationally recognized inspection organization	1	-	1	1
9	Certificate of Specifications issued by the Supplier	1	-	1	1
10	Certificate of Receipt issued by the Consignee and the Buyer	1	-	-	1

* the Consignee = the End-User, the Buyer=Ministry of Finance and Planning

Note:

- The Supplier shall state the following sentence on their commercial invoice.
"The above mentioned Goods were procured by JICS on behalf of the Democratic Socialist Republic of Sri Lanka under Japan's Grant Aid 2004 by the Government of Japan in response to the damages caused by the great earthquake off the coast of Sumatra, the Republic of Indonesia, and by the Indian Ocean Tsunami Disaster."
- The Supplier shall produce a pro-forma invoice one month before the first shipment of the Goods for total procurement quantity. The documents shall be sent to the Consignee and JICS. The invoice shall include the name of the Consignee.
- The Supplier shall provide the documents as listed above to the Consignee and JICS respectively.
- Documents No. (2) to No. (9)
These documents shall be submitted to the Consignee prior to the arrival of the Goods at the disembarkation port and within twenty-one (21) days after the shipment date at the embarkation port.
- Documents No. (1) to No. (10)
The Supplier shall provide the documents (1) to (10) to JICS for the payment of the Goods within fourteen (14) days after the arrival date at the site.
- Documents No. (10)
This document shall be submitted to JICS for the release of Performance Bond within fourteen (14) days after the arrival date at the Site.
- Documents No. (4) to No. (8)
If the Goods are already in Sri Lanka and import custom clearance is not necessary, the Supplier does not have to submit Documents No. (4) and No. (8). In this case, please refer to Attachment-E, 4, Payment of VAT.

Special Conditions for Delivery Requirements

- | | | | | | | | | | | | |
|---|---|--------------------|-----------------|----------------------|-----------------|-----------------|-----------------|----------------------|----------------|----------------------|----------------|
| 1. Delivery Schedule | The Supplier is required to provide delivery schedule to JICS and the End-User at least seven (7) days prior to the date of shipment. | | | | | | | | | | |
| 2. Advance Arrival Notice | The Supplier is requested to provide advance arrival notice to JICS and the End-User seven (7) days prior to the date of arrival at the Sites. | | | | | | | | | | |
| 3. Import Clearance / Charges | <p>The Goods shall be consigned to the End-User according to the instruction given in Attachment-D. The Supplier or its agent shall make customs clearance at Colombo port on behalf of the End-User and at the Supplier's own charge.</p> <p>The End-User shall obtain a duty exemption permission before the Goods' arrival Colombo and submit it to the Supplier.</p> <p>In this case, VAT shall be paid by the End-User directly to the Customs authority.</p> | | | | | | | | | | |
| 4. Payment of VAT | <p>In case the goods are already in Sri Lanka and import custom clearance is not necessary, the Supplier is required to make two invoices for payment.</p> <p>One is for the payment of the goods and shall be addressed to JICS. The other is for the payment of VAT of the goods and to be addressed to the End-User.</p> | | | | | | | | | | |
| 5. Supply of necessary documents upon delivery | <p>The supplier shall provide following documents per each unit in English upon delivery.</p> <table border="0" style="margin-left: 40px;"> <tr> <td>- Operating Manual</td> <td>1 sets per unit</td> </tr> <tr> <td>- Maintenance Manual</td> <td>1 sets per unit</td> </tr> <tr> <td>- Parts Catalog</td> <td>1 sets per unit</td> </tr> <tr> <td>- Attached Tool List</td> <td>1 set per unit</td> </tr> <tr> <td>- Warranty Documents</td> <td>1 set per unit</td> </tr> </table> | - Operating Manual | 1 sets per unit | - Maintenance Manual | 1 sets per unit | - Parts Catalog | 1 sets per unit | - Attached Tool List | 1 set per unit | - Warranty Documents | 1 set per unit |
| - Operating Manual | 1 sets per unit | | | | | | | | | | |
| - Maintenance Manual | 1 sets per unit | | | | | | | | | | |
| - Parts Catalog | 1 sets per unit | | | | | | | | | | |
| - Attached Tool List | 1 set per unit | | | | | | | | | | |
| - Warranty Documents | 1 set per unit | | | | | | | | | | |
| 6. Commissioning of the Goods | <p>(1) The Supplier is required to do installation, commissioning and training for the Goods at the site.</p> <p>(2) The cost of installation, commissioning and training shall be borne by the Supplier.</p> <p>(3) The completion of installation, commissioning and training are regarded as the completion of the delivery of the Goods and are confirmed at the time of an issuance of the "Certificate of Receipt".</p> | | | | | | | | | | |

- 7. After Sales Service**
- 1) The Supplier and/or the Manufacturer shall arrange after-sales service such as maintenance, repair of the Goods and supply of spare parts & consumables through the branch, registered office or local agent of the Manufacturer in Sri Lanka.
 - 2) Cost for the above arrangement shall be borne at the Consignee's expense.
- 8. Warranty**
- The Agent on behalf of the End-User shall give the Supplier written notice of any complaint within warranty period. The warranty period shall be 12 months after the issuing date of Certificate of Receipt / Acceptance of the Goods.
- 9. Certificate of Receipt**
- 1) The End-User shall make a signature on a Certificate of Receipt to JICS within ten (10) days after the installation and commissioning the Goods at the site if there is neither damage nor claim.
 - 2) This document shall be submitted to JICS for payment and the release of Performance Bond.
- 10. Storage of the Goods**
- The End-User shall take full responsibility to store the Goods in good condition after receipt of the Goods.
- 11. Other Technical Remarks**
- All the language used for the Goods (i.e. Panel, Instruction Signs, etc.) shall be English.

PART IV

FORMS OF CONTRACT

PURCHASE CONTRACT

Date :

Contract No.: NPTSL04-036

This is to confirm our PURCHASE from you as Supplier, and your SALE to us as the Agent on behalf of the Government of the Democratic Socialist Republic of Sri Lanka, of the undermentioned services subject to the following Special Terms and Conditions :

1	Description of the Goods	Products Name
	Total Contractual Amount (JPY)	(Currency Unit, Total Contractual Amount)
	Name of the Goods, Quantity and Price break down	As stipulated in the Attachment-1
	Terms of Payment	
2.	Embarkation place	As stipulated in the Attachment-2
	Disembarkation place	
	Delivery site (Destination)	
	Delivery schedule	
	Transportation route and method	
	Packing	
3.	Trade Terms	As stipulated in the Attachment-3 (" <i>Attachment-3</i> " shall be made in accordance with <i>PART III DELIVERY REQUIREMENTS</i>)
	Transshipment	
	Partial shipment	
	Consignee	
	Notify Party	
	Shipping Mark	
	National flag of Japan	
	ODA insignia	
	Inspections and Test for the Goods	
	Cost Factors	
	Documents Presentation	
4.	Technical Specifications	
5.	Other Conditions	As stipulated in GTC-NPTSL04

*Subject also to the General Terms and Conditions (**GTC-NPTSL04**) which form an integral part of this Contract. In the event of any discrepancy or inconsistency between the above Special Terms and Conditions and the General Terms and Conditions, the above Special Terms and Conditions shall prevail.*

Confirmed by:
Agent

Accepted and confirmed by:
Supplier

(Name of Signer)
(Title, Section)
Japan International Cooperation System
Shinjuku East Bldg., 10-5, Tomihisa-cho, Tokyo,
162-0067, JAPAN

(Name of Signer)
(Title, Section)
(Name of Supplier)
(Address)

1. Name of Goods, Quantity, Price Breakdown and Terms of Payment

<i>No.</i>	<i>Name of the Equipment</i>	<i>Qty</i>	<i>Unit Price (FOB)</i>	<i>Total Price (FOB)</i>	<i>Unit Price (DDU)</i>	<i>Total Price (DDU)</i>
A	Pipe wrenches	2 sets				
B	Hand tool kit with metal case	1 set				
C	Stationary hand tool kit with wall hanging board for stowing tools	1 set				
D	Sets of taps and dies in inch size	1 set				
E	Taps and dies set in metric size.	1 set				
F	Motor driven angled hand grinder	1 set				
G	Motor driven hand drill w/drill bit	1 set				
H	Motor driven metal cutting machine	1 set				
I	Battery charger	1 set				
J	Electric arc welder	1 set				
K	Slide caliper	2 sets				
L	Micrometer	2 sets				
M	Fuel injection nozzle tester	1 set				
N	Compression gauge	1 set				
O	Cylinder bore gauge	1 set				
P	Slip-way Cradle	1 lot				
Terms of Payment		As stipulated in Article 10 of GTC-NPTSL04				

2. Delivery Schedule

1.	Embarkation Place	(To be specified)
2.	Disembarkation Port	(To be specified)
3.	Delivery Site	(To be specified)
4.	Required Delivery Schedule	As soon as possible
5.	Time of Departure at embarkation place	By Day, Month, Year
6.	Time of Arrival at the disembarkation port / Site	By Day, Month, Year
7.	Transportation route and method	(To be specified)
8.	Packing	(To be specified)

“Delivery Requirements” shall be made in accordance with **PART III DELIVERY REQUIREMENTS**.

PART V

FORMS OF TENDER

Date : _____

FORM OF TENDER

To : Project Manager,
Japan International Cooperation System

Tender for : **Procurement of Slip-way Cradle and Workshop Working Tools of Tangalle Fishery Harbour** under Japan's Grant Aid 2004 in response to the damages caused by the great earthquake off the coast of Sumatra, the Republic of Indonesia, and by the Indian Ocean Tsunami Disaster

Tender Reference No. : **NPTSL04-036**

We, the undersigned, having carefully examined the Tender Documents, hereby submit the tender in accordance with all provisions and conditions as described in the Tender Documents.

1. Tender Price: We offer tender price as mentioned below,

<u>TOTAL DDU Price</u> _____	JPY(in figures)
_____	JPY(in words)

2. Validity of Tender

This Tender is valid until **June 20, 2005** (Japanese Standard Time)

(Date) _____

(Signature) _____

(Name of Signer) _____

(Title, Section, Department) _____

For and on behalf of

GENERAL TERMS AND CONDITIONS

APPLICABLE TO THE PURCHASE CONTRACT ON THE
PROCUREMENT OF GOODS AND SERVICES UNDER
THE JAPAN'S GRANT AID IN RESPONSE TO THE
DAMAGES CAUSED BY THE GREATER EARTHQUAKE
OFF THE COAST OF SUMATRA,
THE REPUBLIC OF INDONESIA, AND BY THE INDIAN
OCEAN TSUNAMI DISASTER

Fiscal Year : 2004

Recipient Country : The Democratic Socialist Republic of Sri Lanka

No. :

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1. DEFINITIONS

In this Contract, the following terms shall be interpreted as indicated:

“Agent”	means Japan International Cooperation System (JICS) , a foundation duly organized and existing under the laws of Japan, having its principal of business at Shinjuku East Building, 10-5, Tomihisa-cho, Shinjuku-ku, Tokyo 162-0067, Japan. The Agent is instructed to procure the Goods and Services on behalf of the Government of the Democratic Socialist Republic of Sri Lanka on the basis of the Exchange of Notes. The Agent also has the rights, delegated by the Government of the Democratic Socialist Republic of Sri Lanka, to both negotiate and conclude this Contract with the Supplier. Any action by or omission of the Agent in accordance with this General Terms and Condition and Purchase Contract is deemed an action or omission respectively, by and on behalf of the Democratic Socialist Republic of Sri Lanka, as principal, pursuant to the agency relationship established by the Agent Agreement, dated 3 February 2005 by and between the Democratic Socialist Republic of Sri Lanka and the Agent.
“Buyer”	means an efficiently representative organization of the Government of the Democratic Socialist Republic of Sri Lanka, as named in the Purchase Contract, and includes any person, personnel and organization authorized by Buyer.
“Contract”	means Purchase Contract executed by the Agent and the Supplier and General Terms and Conditions applicable to Purchase Contract.
“Delivery Site”	means the destination designated in the Purchase Contract.
“End-User”	means an efficiently representative organization in the Democratic Socialist Republic of Sri Lanka, as named in the Purchase Contract, and includes any person, personnel and organization authorized by the End-User. End-User uses the Goods received at the Delivery Site for his activities.
“Exchange of Notes (E/N)”	means the official notes exchanged, dated 17 January 2005, between the Recipient and the Government of Japan in connection with the Japan’s Grant Aid 2004, in response to the damages caused by the great earthquake off the coast of Sumatra, the Republic of Indonesia, and by the Indian Ocean Tsunami Disaster.
“Goods and services”	means all the equipment, machinery, product, and/or other materials, work of fabrication and installation at the site which the Supplier is required to supply to the End-User under this Contract.
“Purchase Contract”	means Purchase Contract executed by and between the Agent and the Supplier within 14 days after the Supplier receives from the Agent a letter of acceptance or award of the contract.

“Performance Bond”

means a bond or guarantee of a bank or of an insurance company issued by its head office or a branch in Japan in favor of the Agent (hereinafter the “Beneficiary”) for account of the Supplier. The amount of Performance Bond shall not be less than ten percent (10%) of the total contractual amount specified in the Purchase Contract and strictly binds the Supplier for due performance of this Contract. The Performance Bond must be subject to ICC Uniform rules for Demand Guarantees (ICC Publication No.458), including the payment condition as below :

Payment condition :

“This guarantee is unconditionally payable against the presentation of

- 1) the beneficiary’s receipt accompanied by
- 2) the original Letter of Guarantee and
- 3) the beneficiary’s first written demand supported by the beneficiary’s written statement stating that the applicant is in breach of his obligation under the Contract.”

“Recipient”

means the Government of the Democratic Socialist of Republic Sri Lanka.

“Supplier”

means the company supplying the Goods and Services in accordance with the Contract, as named in the Purchase Contract.

“Certificate of Receipt”

means the document which is duly signed by the Buyer and/or the End-User to confirm and certify that the Goods have been surely handed over to them and, if so requested in the Contract, executed installation work, assembly and training program at the Delivery Site in good quality and correct quantity.

The Supplier shall confirm the delivery of the Goods at the Site and submit this document to the Agent without delay.

2. TRADE TERMS

Trade Terms used in the Purchase Contract shall be interpreted in accordance with INCOTERMS 2000. In case that any provision of the Contract is inconsistent with interpretation of the trade terms of INCOTERMS 2000, such provision of the Contract shall prevail.

3. SHIPMENT, DELIVERY AND INSURANCE

- 3.1 The Supplier shall punctually deliver the Goods free and clear of any liens, claims, duties, charges, tariffs or any other encumbrances of any nature whatsoever to the Delivery Site specified in the Purchase Contract.
- 3.2 In case of procurement from overseas, Time of shipment at embarkation port/place is of the essence of this Purchase Contract under CFR, CIF or CIP.
- 3.3 Time of arrival at the Delivery Site is of the essence of this Purchase Contract under DDU and Domestic DDU.
- 3.4 In case of procurement from overseas, where the Supplier is required under this Contract to deliver the Goods to the Delivery Site under CFR, CIF or CIP, the delivery is deemed completed on the completion date of loading the Goods at the embarkation port/place, as specified in the Purchase Contract.

- 3.5 Where the Supplier is required under this Contract to deliver the Goods to the Delivery Site under DDU and Domestic DDU, the delivery is deemed completed on the date of receipt stated in a Certificate of Receipt issued by the Buyer and/or the End-User.
- 3.6 The Supplier shall pay all costs relating to the shipment and delivery of the Goods to the Delivery Site(s) specified in the Purchase Contract and all the costs are to be clarified in Cost Factors in the Purchase Contract.
- 3.7 In case of procurement from overseas, The Supplier shall also pay all duties, taxes or other official charges as well as the costs of customs formalities necessary at the shipping port/place and for any other cost in the place(s) of transit through another country, where necessary.
- 3.8 Bill of Lading, Air Waybill or Bill of Truck issued at the embarkation port/place shall be proof of the date of shipment as well as the context of the Goods, in the absence of evidence to the contrary under CFR, CIF or CIP.
- 3.9 Certificate of Receipt issued by the End-User shall be proof of the date of receipt as well as the context of the Goods, in the absence of evidence to the contrary under DDU and Domestic DDU.
- 3.10 Where the Supplier is required under this Contract to deliver the Goods to the Delivery Site under CIF, CIP or DDU, the Supplier shall, for their own account, effect marine cargo insurance of All Risks (Institute Cargo Clauses) and War & S.R. & C.C. Risks (Institute War Clauses and Institute Strikes, Riots and Civil Commotion Clauses) covering the route from the loading port to the Delivery Site with reputable underwriters or insurance companies for the amount of CIF or CIP- Delivery Site value of the Goods plus ten (10) percent.

Furthermore, the Supplier shall effect Third Party Liability Coverage at the Supplier's expense if self-driving is arranged.

4. PACKING AND MARKING

- 4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to the Delivery Site, as indicated in the Purchase Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. The remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit shall be taken into consideration, when the Supplier decides packing case size and weights. Each package shall have its item No., model No., name and quantity, whatever it can be easily identified by, with a letter in English on its wrapping or protection.
- 4.2 The packing, marking, and documentation within and outside the package shall comply strictly with such special requirements as shall be expressly provided for in the Purchase Contract, including additional requirements and in any subsequent instructions ordered by the Agent.

5. SHIP SPECIFICATIONS

- 5.1 If marine transportation is arranged, the Goods shall be carried by mechanically self-propelled vessel(s) of steel construction, complying with the requirement of CARGO ISM ENDORSEMENT for marine cargo insurance, classed with a Classification Society provided for in the "INSTITUTE CLASSIFICATION CLAUSE" prescribed by the Institute of London Underwriters, provided that such vessel(s) is over one thousand (1,000) GRT and;
 - (1) is bulk or combination carrier(s) not over 10 years of age or
 - (2) other vessel (s) not over 15 years of age or
 - (3) has been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and does not exceed 25 years of age or
 - (4) was constructed as containership(s), vehicle carrier(s) or double-skin open-hatch gantry crane vessel(s) (OHGCs) and has been used as such on an

established and regular pattern of trading between a range of specified ports, and does not exceed 30 years of age.

- 5.2 In the event that a carrying vessel(s) does not fall within the above specifications, the Supplier shall bear all additional costs, including any additional premium(s) of marine cargo insurance, associated with the use of such vessel(s).

6. PRESENTATION OF DOCUMENTS

- 6.1 The Supplier shall prepare and present all necessary documents for shipment or delivery of the Goods as is required and instructed in the Purchase Contract by the Agent.
- 6.2 The Supplier shall submit the written shipping schedule (including name of vessel, voyage no., aircraft no., truck no., vessel particulars, name of vessel's agent, name of embarkation place, name of disembarkation place, quantity of the Goods to be shipped, time of departure, time of arrival and any other shipping information) of the Goods in English with a letter concerning the same in English to the Agent at least seven (7) days prior to the completion date of loading of the Goods.

7. TECHNICAL SPECIFICATIONS

- 7.1 The Goods shall meet the specifications as described in the Purchase Contract (hereinafter referred to as the "**Specifications**").
- 7.2 The Specifications and their related conditions in respect of the Goods shall not be altered unless a prior written consent by the Agent is given to the Supplier. Notwithstanding the above, in case there is any necessity to alter the Specifications to meet the Buyer's and the End-User's requirements, the Agent on behalf of the Recipient, the Buyer and/or the End-User have the right to alter the Specifications by giving a prior written notice to the Supplier.
- 7.3 The quantity and quality of the Goods to be delivered to the Delivery Site shall be as described in the Purchase Contract.

8. INSPECTIONS AND TESTS

- 8.1 The Supplier shall carry out all possible and necessary inspection(s) and test(s) of the Goods prior to the shipment in order to ensure that the Goods are in conformity with the Specification as specified in the Purchase Contract at the Supplier's expense.
- 8.2 The Agent shall reserve the right to inspect and/or to test the Goods to confirm their conformity to the Specifications.
- 8.3 The Purchase Contract and the Specification shall specify what to and where to inspect and test the Goods.
- 8.4 Should any inspected Goods fail to conform to the Specifications, the Agent may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Agent.

9. WARRANTY

- 9.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any action or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of Delivery Site.
- 9.2 The Supplier shall acknowledge that precise conformity of the Goods and/or Services with this Contract is of the essence of this Contract and accordingly the Agent shall be entitled to reject the Goods and/or Services if they are not in conformity with this Contract.

9.3 The Warranty shall remain valid for the period specified in the Purchase Contract.

9.4 The Agent shall promptly notify the Supplier in writing of any claims arising under this warranty and be entitled to require the Supplier to remedy all defects and/or to supply replacement of the Goods or Services in accordance with this Contract within a reasonable time at the Supplier's own expense. The repaired or replaced Goods shall be warranted for an additional twelve (12) month period after repair or replacement, as the case may be.

10. TERMS OF PAYMENT AND BOND

10.1 Except the case that the Agent requests a special instruction to the Supplier in the Purchase Contract, the payment of the Contractual amount shall be made by the Agent to the Supplier according to the payment schedule as stipulated in the Purchase Contract. It shall be made by means of telegraphic transfer within thirty (30) Japanese working days after the Agent's receipt of all of the complete documents to be provided by the Supplier as stipulated in the Purchase Contract.

10.2 The cost of obtaining the Performance Bond shall be at the expense of the Supplier.

10.3 The Performance Bond shall remain in effect and be retained by the Agent until the Agent confirms the completion of the Contract. In the event that the expiry date of the Performance Bond comes prior to the completion of the Contract, the Supplier shall submit a new or renewed Performance Bond fourteen (14) days before the expiry date of the Performance Bond. In the event that the Supplier fails to submit such a Performance Bond, the former Performance Bond may be enforced.

11. RIGHTS OF ASSIGNMENT

11.1 Neither party hereto may assign, transfer, or otherwise dispose of this Contract in whole or in part to any third party without a prior written consent of the other party.

11.2 This Contract shall inure to the benefit of and shall be binding upon the lawful successors or the legitimate assigns of each of the parties hereto.

12. EVENTS OF DEFAULT

12.1 If the Supplier fails or refuses for any reason to perform any provision of this Contract or to fulfill any of its obligations under this Contract, and if such failure or refusal is not cured within fourteen (14) days after the date of notice thereof being dispatched by the Agent to the Supplier requiring the Supplier to remedy such failure or refusal, the Agent on behalf of the Recipient may, without prejudice to the other rights and remedies which it or the Recipient may have,

- (1) forthwith terminate this Contract in whole or in part by giving written notice to the Supplier,
- (2) enforce the Performance Bond,
- (3) recover from the Supplier any and all damages and losses, direct or indirect, caused by such failure or refusal, and/or
- (4) refuse to take delivery of the Goods, return the Goods to the Supplier, dispose of the Goods for the account of the Supplier at the time and price which the Agent, in its sole discretion, deems reasonable, and/or may hold the proceeds thereof for the settlement of any losses and damages to be recovered from the Supplier.

12.2 If the Supplier fails to ship, deliver or completion any or all of the Goods and services within the period(s) specified in the Contract, the Agent shall, without prejudice to its other remedies under the Contract, deduct from the Contractual amount, as liquidated damages in accordance with the following :

- (1) The amount to be deducted shall be calculated at the rate of one (1) % of the delivered amount of the delayed Goods, for the first seven (7) days' delay and the same rate for each additional seven (7) days' period during which the shipment or delivery of such portion of the Goods remains

delayed, up to a maximum of ten (10) % of the delivered amount of the delayed Goods.

- (2) Where the Supplier is required under this Contract to deliver the Goods to the Delivery Site under CFR, CIF or CIP, the delayed term shall be determined in accordance with the issue date of Bill of Lading, Air Way Bill or Bill of Truck at the embarkation port/place.
- (3) Where the Supplier is required under this Contract to deliver the Goods to the Delivery Site under DDU or Domestic DDU, the delayed term shall be determined in accordance with the date of receipt or the date of arrival at the Delivery Site stated in a Certificate of Receipt of the Goods issued by the Buyer and/or the End-User.
- (4) If the delayed term exceeds one hundred (100) days without justifiable reasons, the Agent, on behalf of the Recipient, has the right to terminate the Contract and enforce the Performance Bond without the Supplier's consent.

12.3 If any one of the following events occurs, the Agent on behalf of the Recipient may, without prejudice to any other rights or remedies the Agent or the Recipient may have, terminate this Contract by giving written notice to the Supplier with an immediate effect:

- (1) the insolvency, bankruptcy, liquidation or dissolution of the Supplier ;
- (2) the institution of any proceeding against the Supplier under the provisions of any insolvency or bankruptcy law or any law for the relief of debtors;
- (3) the appointment of a trustee, receiver, administrator or liquidator over any of the Supplier's assets or property;
- (4) the issuance of an order for the attachment of all or substantially all of the Supplier's assets or property; and
- (5) the general assignment by the Supplier for the benefit of its creditors.

13. NON-WAIVER

- 13.1 No provision of this Contract shall be deemed to be waived by the Agent unless such a notice of waiver is given in writing by the Agent to the Supplier.
- 13.2 Even if such notice has been given, such waiver shall not be construed as being waiver of any other past or future right of the Agent under the provisions of this Contract, unless otherwise expressly stipulated in such notice of waiver.

14. FORCE MAJEURE

- 14.1 Neither party shall be liable to the other for the delay or failure in the performance of its obligations under this Contract if and to the extent such a delay or failure in performance arises from any cause or causes beyond the reasonable control of the party affected (hereinafter referred to as "**Force Majeure**"), including, but not limited to, acts of God; acts of government or government authorities; compliance with laws, regulations or orders; storm, flood or earthquake; war (declared or not), rebellion, revolution or riots; strike or lockouts.
- 14.2 In the event of Force Majeure, the party so affected shall immediately provide a written notice to the other party of such date and the nature of such Force Majeure and the anticipated period of time during which the Force Majeure conditions are expected to persist.
- 14.3 The parties hereto shall consult and agree upon appropriate measures to be taken in order to eliminate, mitigate or minimize the unfavorable consequences of such Force Majeure.

- 15. INDEMNIFICATION**
- 15.1 The Supplier shall indemnify and hold the Agent, the Recipient, the Government of Japan, the Buyer and the End-User harmless from any and all liability, claims, losses, causes of action, suits or judgments for property damage, bodily injury or death caused by the fault or negligence of the Supplier or caused by any defect in the Goods.
- 15.2 The Supplier shall indemnify and hold the Agent, the Recipient the Government of Japan, the Buyer and the End-User harmless from any and all claims or disputes which may arise alleging infringement of patents, trademarks, utility models, designs, copyrights, trade secrets or any other intellectual property right in connection with the Goods.
- 16. GOVERNING LAW**
- This Contract shall be governed by and interpreted in accordance with the laws of Japan.
- 17. CLAIMS AND ARBITRATION**
- 17.1 If any dispute or claim arises out of this Contract, both parties shall use their best efforts to settle such a claim amicably. If a mutually agreed settlement can not be reached, such a claim shall be settled by arbitration in Tokyo in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association.
- 17.2 The award of arbitration shall be final and binding upon the parties hereto and the parties shall comply in good faith with the award of the Japan Commercial Arbitration Association.
- 17.3 The fees of all proceedings of arbitration, the cost of arbitrators and other associated costs and expenses including reasonable attorneys fee shall be paid by the party adjudged liable.
- 18. LANGUAGE AND MEASUREMENT SYSTEM**
- 18.1 Unless otherwise agreed or provided herein, all correspondences between the parties hereto, including notices, requests, consents, offers or demands shall be made in Japanese and/or English. All specifications, reports and other documents shall also be presented in Japanese and/or English.
- 18.2 All documents made under this Contract shall employ the metric system, and days specified in such documents shall refer to the Gregorian calendar days.
- 18.3 In the event that any provisions of the documents in the English are in conflict with the relevant provisions in the Japanese version, the former version shall prevail.
- 19. NOTICE**
- 19.1 Any notice required under this Contract or in performance of the Purchase Contract shall be given in writing by personal delivery or registered mail/airmail or facsimile.
- 19.2 Effective notice for each communication method is as follows;
- (1) by personal delivery : be effective upon receipt
 - (2) by registered mail/airmail : be effective ten(10) days after mailing
 - (3) by facsimile : be effective only when the same notice is followed by the registered mail/airmail or by personal delivery within five(5) days after sending the facsimile.
- 19.3 Either the Supplier or the Agent may at any time and from time to time change its address and facsimile number for the purpose of this Article by giving notice to the other in accordance with Article 19.1; provided, however, that notwithstanding Article 19.2, such notice shall be considered effective only when received.
- 20. VALIDITY OF CONTRACT**
- This Contract and any amendment or modification shall become effective immediately upon the mutual consent between the parties, which shall be evidenced conclusively by each party's execution hereof or of a written amendment or modification hereof.

SCHEDULE 1: Break down of Tender Price

Tender Reference No.: **NPTSL04-036**

No.	Name of the Equipment	Qty	FOB Unit Price	FOB Total Price	DDU Unit Price	DDU Total Price
A	Pipe wrenches	2 sets				
B	Hand tool kit with metal case	1 set				
C	Stationary hand tool kit with wall hanging board for stowing tools	1 set				
D	Sets of taps and dies in inch size	1 set				
E	Taps and dies set in metric size.	1 set				
F	Motor driven angled hand grinder	1 set				
G	Motor driven hand drill w/drill bit	1 set				
H	Motor driven metal cutting machine	1 set				
I	Battery charger	1 set				
J	Electric arc welder	1 set				
K	Slide caliper	2 sets				
L	Micrometer	2 sets				
M	Fuel injection nozzle tester	1 set				
N	Compression gauge	1 set				
O	Cylinder bore gauge	1 set				
P	Cradle for slip-way	1 lot				
					Total Price:	

(Date) _____

(Signature) _____

(Title, Section, Department) _____

(Name of Signer) _____

For and on behalf of _____

SCHEDULE II - Conditions of Offer

No	Name of the Equipment	Name of Manufacturer	Country of Origin	Inspection at the Manufacturing place		Inspection at the Manufacturing place		Inspection and/or test at the disembarkation port or after installation	
				Name of manufacturer	Content of the Inspection	Name of Inspection Company	Content of the Inspection	Name of Inspection Company	Content of the Inspection
A	Pipe wrenches								
B	Hand tool kit with metal case								
C	Stationary hand tool kit with wall hanging board for stowing tools								
D	Sets of taps and dies in inch size								
E	Taps and dies set in metric size.								
F	Motor driven angled hand grinder								
G	Motor driven hand drill w/drill bit								
H	Motor driven metal cutting machine								
I	Battery charger								
J	Electric arc welder								
K	Slide caliper								
L	Micrometer								
M	Fuel injection nozzle tester								
N	Compression gauge								
O	Cylinder bore gauge								
P	Cradle for slip-way								

(Date) _____

(Signature) _____

(Name of Signer) _____

(Title, Section, Department) _____

For and on behalf of _____

Schedule III - Delivery Schedule and method

No.	Name of the Equipment	Total Q'ty	Delivery schedule		Duration of delivery of the Goods (days)		Transport -ation method and route	Packing methods
			Shipment time (By Day, Month, Year)	Estimated arrival time (By Day, Month, Year)	From shipment to the disembarkation port (Within ____days)	From disembarkation port to the site (Within ____days)		
A	Pipe wrenches	2 sets						
B	Hand tool kit with metal case	1 set						
C	Stationary hand tool kit with wall hanging board for stowing tools	1 set						
D	Sets of taps and dies in inch size	1 set						
E	Taps and dies set in metric size.	1 set						
F	Motor driven angled hand grinder	1 set						
G	Motor driven hand drill w/drill bit	1 set						
H	Motor driven metal cutting machine	1 set						
I	Battery charger	1 set						
J	Electric arc welder	1 set						
K	Slide caliper	2 sets						
L	Micrometer	2 sets						
M	Fuel injection nozzle tester	1 set						
N	Compression gauge	1 set						
O	Cylinder bore gauge	1 set						
P	Cradle for slip-way	1 lot						

*Tender is required to specify the detailed condition and/or method of packing of Goods. Use of expressions such as "Manufacturer's export standard" is not accepted.

(Date) _____

(Signature) _____

(Title, Section, Department) _____

(Name of Signer) _____

For and on behalf of _____

Schedule IV : Technical Specifications

Please refer to Attachment-B of PART III DELIVERY REQUIREMENTS.

Schedule V : Company Information

Name of Tenderer :

Foundation Year :

Number of Employees :

Fiscal Year	Profit/Loss	Remark
2004	(+ / -) (currency unit) (currency amount)	
2003	(+ / -) (currency unit) (currency amount)	
2002	(+ / -) (currency unit) (currency amount)	

Office in Japan

Name :

Address :

Tel :

Fax :

Contact person :

Office in Sri Lanka

Name :

Address :

Tel :

Fax :

Contact person :

The tenderer is required to provide JICS with information more in detail upon request of JICS.

(Date) _____

(Signature) _____

(Name of Signer) _____

(Title, Section, Department) _____

For and on behalf of

