

SRI LANKA RAILWAYS

INVITATION FOR BIDS

**DISPOSAL OF CONDEMNED FILTERS AT DEMATAGODA RUNNING SHED
AND SCRAP AT RATHMALANA RAILWAY YARD**

CONTRACT No. SRS/F.7744

01. The Chairman, Department Procurement Committee (Major), Sri Lanka Railways, Olcott Mawatha, Colombo 10, Sri Lanka will receive sealed bids on National Competitive Bidding Basis for the disposal of following items at Dematagoda Running Shed and Rathmalana Railway Yard.

Item No	Description	Location	Quantity (Approx.)
01	Condemned Filters	Dematagoda Running Shed	1500 Nos.
02	Iron Scrap	Rathmalana Railway Yard	600 M/Ton
03	Wheels & Tyres	Rathmalana Railway Yard	750 M/Ton
04	Radiators	Rathmalana Railway Yard	15 M/Ton

02. Bids will be closed at **02.00 p.m.** on **19.07.2022**

03. Bids should be submitted on the forms obtainable from the Office of the Deputy General Manager (Procurement), Olcott Mawatha, Colombo 10, Sri Lanka up to **3.00 p.m.** on **18.07.2022** on payment of a **non-refundable document** fee of **Rs 2,450.00** (Two Thousand Four hundred & fifty) only.

04. A Bid Security for the amount of Rs. 1,000,000.00 (One Million rupees) as mentioned in the bidding document shall be produced along with the bid.

05. Bids will be opened immediately after the closing at the Office of the Deputy General Manager (Procurement). Bidders or their authorized representatives are requested to be present at the opening of bids.

06. Sealed bids may be dispatched either by Registered post or hand delivered to: -

The Chairman,
Department Procurement Committee (Major),
Sri Lanka Railways,
Office of the Deputy General Manager (Procurement),
P.O. Box. 1347, Olcott Mawatha,
Colombo 10.

07. Bidding documents may be inspected free of charge at the office of the Deputy General Manager (Procurement). For further details, please contact:

Tel. Nos. : 94 (11) 2438078 or 94(11) 2436818
Fax No. : 94 (11) 2432044
Email : tender2@railway.gov.lk
Web Site : www.railway.gov.lk

The Chairman
Department Procurement Committee (Major)
Sri Lanka Railways

INSTRUCTIONS TO BIDDERS (ITB)

(A) GENERAL

1. GENERAL INFORMATIONS

Bids are called for the purchase & removal of the items mentioned in Clause-01 of the SCC and in the Bidding Notice. Bids should be submitted in the forms obtainable from the offices specified in Clause 02 of SCC, until the date and time mentioned in the SCC on payment of a non-refundable procurement fee indicated therein.

2. CLOSING OF BIDS

Bids shall be sealed in accordance with Clause 15 of the Instructions to Bidders. The address to which bid shall be addressed, closing time of bids, opening time of bids and the place of opening of bids are stated in Clause 02 of SCC. Bids shall be submitted before the closing time of bids. If a bidder so wishes, he may hand over the sealed bid personally or through an agent, to the Officer who is authorized to accept and acknowledge it before the closing time or may be deposited in the box kept for this purpose at the addresses mentioned in Clause 2 of SCC before the closing time.

3. ELIGIBLE BIDDERS

The bidders who are personally satisfied of their capability in purchasing the condemned filters and scrap as described on this disposal can submit the bids.

4. ONE BID PER TENDER

Each bidder shall submit only one bid per tender and who submit more than one bid in a document will be disqualified and rejected.

5. COST OF BIDDING.

The bidder shall bear all costs associated with preparation and submission of his bid/bids, and the seller will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

(B) BIDDING DOCUMENTS

6. CONTENTS OF BIDDING DOCUMENT

(a) The bidding documents are those stated below:

1. Invitation for Bids
2. Instructions to Bidders (ITB)
3. General Conditions of Contract (GCC)
4. Special Conditions of Contract (SCC)
5. Form of Bid
6. Schedule of Requirements / Price Schedule
7. Form of Bid Security (Appendix A)
8. Form of Performance Security (Appendix B)
9. Form of Contract Agreement (Appendix C)

(b) Bidders are requested to: -

- (i) Submit the following documents with the required information, arranged in the given order.
 1. Covering Letter (If any).
 2. Bid Security – Clause 12 Instructions to Bidders.
 3. Certificate of Registration with the Registrar of Contracts (where applicable) CL. 14- Instructions to Bidders.
 4. Official Bidding Document Cl.1 – Instructions to Bidders.
 - I. Form of Bid Schedule of Price – Duly perfected and signed.
 - II. Schedule of Requirements - Duly perfected and signed.
 5. Any other applicable documents.
- (ii) All pages of Bidding Document submitted shall be numbered, and indicate the page numbers appropriately in the Form of Bid.
- (iii) The Bid shall not contain interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the bid.
- (iv) The Bid prices /rates shall be in words as well as in figures, and if there is a discrepancy between those, the amounts written in words shall be taken as correct.
- (v) Bidders should follow the above instructions on the bid carefully and any failure will result the bid being treated as non-responsive.

7. CLARIFICATION OF BIDDING DOCUMENTS

A prospective bidder requiring any clarification of the bidding documents may notify the Seller in writing or by Fax at the Seller's address and the Seller will respond to any request for clarification received within the period stipulated in Clause 03 of SCC. Copies of the Seller's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

8. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the deadline for submission of bids, the Seller may amend the bidding documents by issuing an addendum. However, the closing date of Bids will be extended accordingly, if necessary, so that a reasonable time period is given to revise the Bids.

(C) PREPERATION OF BIDS

9. LANGUAGE OF BID

Bidding and all supporting documents and subsequent correspondence (if any) shall be in English Language.

10. CURRENCIES OF BID

Bidder shall quote the prices in Sri Lanka Rupees

11. BID VALIDITY

Bids shall remain valid for a period of 120 days from the date of opening of bids.

12. **BID SECURITY**

- (a) The bidder shall furnish, as part of his bid, a bid security specified in SCC Clause 04.
- (b) The bid security shall be in the form of Bank Guarantee from a Registered Bank in Sri Lanka acceptable to the seller or a cash receipt issued by Chief Financial Officer of Railways.
- (c) The format of the Bank Guarantee shall be in accordance with the form of Bid Security included in Appendix "A".
- (d) Bid Security shall remain valid for a period of 150 days from the date of opening of bids. However, the bidder should agree to extend this period of validity if requested by the seller.
- (e) The Bid Security of a joint venture must be in the name of the joint venture submitting the bid.
- (f) Any bid not accompanied by an acceptable bid security, will be rejected by the Seller as non-responsive.
- (g) The Bid Security may be forfeited.
 - I. If a bidder withdraws his bid during the period of Bid Validity specified by the bidder on the bid form or,
 - II. In the case of successful bidder, if the bidder fails.
 - (i) To sign the contract in accordance with Clause 26 of Instructions to bidder
 - or
 - (ii) To furnish the performance security in accordance with Clause 03 of GCC.
- (h) The Bid Securities of unsuccessful bidders will be returned as promptly as possible. The Bid Security of the successful bidder will be returned once the execution of the Contract is completed and the Performance Bond is furnished by him.

13. **FORMAT AND SIGNING**

The bidder shall prepare one original set of the documents comprising the bid as described in Clause 6 of the instructions to the bidders and clearly marked "ORIGINAL". In addition, the bidder shall submit a further copy of the bid clearly marked "COPY". In the event of discrepancy between them, the original shall prevail. All bids are to be completed and returned to the seller in accordance with instructions and conditions attached hereto.

14. **REGISTRATION OF CONTRACT**

All persons who act as an agent or sub-agent, representative or nominee for or on behalf of any bidder, are required to register themselves before submission of bids, with Registrar of Contract, Sri Lanka as required by the Public Contract Act No. 3 of 1987, if the bid value exceeds Rs.5 million. The Certificate of Registration should be submitted with the bid. The bid /s of bidders who fail to submit this certificate shall be rejected.

15. **SEALING & MARKING**

1. The bidder shall seal the original and the copies of the bid in two separate envelopes duly marking as "ORIGINAL" and "COPY". Envelopes containing both original and the copy shall be sealed in one outer envelope.
2. The inner and outer envelopes shall –
 - a.) Be addressed to the Chairman, Department Procurement Committee (Major) as described in Clause 2 of the instructions to bidders.
 - b.) Bear the name of the contract as defined in the bidding documents and other particulars.
 - c.) In addition to the identification required in Sub-Clause 15.2 (b) the inner envelopes shall indicate the name and address of the bidders to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 17.
3. If the outer envelope is not sealed and marked as above, the seller will assume no responsibility for the misplacement or premature opening of the bid.

16. **DEADLINE FOR SUBMISSION OF BIDS**

Bids must be received by the Chairman of the Department Procurement Committee (Major) at the address specified in Clause 02 of SCC in the Bidding Documents not later than the time and date stipulated therein.

The Seller may, in exceptional circumstances and at his discretion, with the approval of the Department Procurement Committee (Major), extend the deadline for submission of bids by issuing an addendum, in which case all rights and obligations of the Seller and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

17. **LATE BIDS**

Any bid received after the deadline for submission of bids, for any reason, will not be considered and returned unopened to the bidder.

18. **MODIFICATION, SUBSTITUTION AND WITHDRAWAL**

The bidder may modify, substitute or withdraw his bid after submission provided that written notice of the modification, substitution or withdrawal is received by the Seller prior to the deadline for submission of bids.

The bidder's modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 15, with the outer and inner envelopes additionally marked "MODIFICATION", "WITHDRAWAL" or "SUBSTITUTION" as appropriate. No bid may be modified by the bidder after the deadline for submission of bids.

(D) BID OPENING AND EVALUATION

19. BID OPENING

The Bid Opening Committee will open the bids, including withdrawals, substitutions and modifications, in the presence of Bidders' designated representatives who chose to attend. The bidders' representatives who are present shall sign a register evidencing their attendance. Envelopes marked "WITHDRAWAL" and "SUBSTITUTION" shall be opened first, and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened. The bidders' name, the bid prices, including any alternative Bid Price or deviation, any discounts, bid modifications and withdrawals, the presence (or absence) of bid security, and such other details as the Seller may consider appropriate, will be read-out by the Seller at the opening. Subsequently all envelopes marked "MODIFICATION" shall be opened and submission therein read out in appropriate detail. No Bid shall be rejected at bid opening except for late bids.

20. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the Seller may, at his discretion, with the approval of the Department Procurement Committee, ask any bidder for clarifications of his bid, including breakdowns and unit rates. The request for clarifications and the response shall be in writing or by Fax, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Seller in the evaluation of the bids.

21. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

Prior to the detailed evaluation of bids, the seller will determine whether each bid (a) meets the eligibility criteria stipulated in the bid documents: (b) has been properly signed: (c) is accompanied by the required securities (d) is substantially responsive to the requirements of the bidding documents: and (e) provide any clarification and/ or substantiation that the seller may require to determine responsiveness.

22. CORRECTION OF ERRORS

Bids determined to be substantially responsive will be checked for any arithmetic errors and will be corrected. The amount in words is accepted.

23. EVALUATION AND COMPARISON OF BIDS

Only the bids determined to be substantially responsive will be evaluated and compared. Each item shall be evaluated separately and awarded accordingly.

24. SELLER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Department Procurement Committee reserves the right to accept or reject any bid or to accept part thereof, and to annul the bidding process and reject all bids, at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform to the affected bidder or bidders of the grounds for the seller's action.

25. NOTIFICATION OF AWARDS

Prior to the expiration of the period of bid validity, the Seller will notify the successful bidder(s) by fax, confirm by registered letter, that his bid has been accepted subject to signing a formal Agreement. This letter shall specify the sum, which the purchaser will pay the Seller in consideration of the execution and completion of the works and the remedying of any defects therein by the buyer as prescribed by the contract.

26. SIGNING OF AGREEMENT

After the notification of the period of award, the Seller will send the successful bidder/s a copy of the draft agreement incorporating all agreements between the parties. Within 21 (twenty-one) days of receipt of the agreement, the successful bidder shall sign the Agreement.

All expenses incurred in the preparation of the Agreement will be borne by the General Manager, Sri Lanka Railways and Stamp Duty to be paid to the Commissioner General of Inland Revenue and Registration Fees to register the contract under the Public Contract Act No. 3 of 1987 shall be borne by the successful Bidder.

Information Copy - Not for Bidding

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

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

- a.) "The Contract" means the agreement entered into by and between the Seller and the buyer, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b.) "The Contract Price" means the price payable to the seller under the Contract for the full and proper performance of its contractual obligations.
- c.) "The Goods" means the materials which the buyer is required to purchase from the seller under the contract.
- d.) "ITB" means Instructions to Bidders
- e.) "GCC" means the General Conditions of Contract contained in this section.
- f.) "SCC" means the Special Conditions of Contract.
- g.) "The Seller" means the General Manager of Sri Lanka Railways, Democratic Socialist Republic of Sri Lanka.
- h.) "The Buyer" means the individual or firm who purchase the goods.
- i.) "SLR" means Sri Lanka Railways.
- j.) "Day" means Calendar Day.
- k.) "Month" means Calendar month.
- l.) "DPC" means the Department Procurement Committee.

2. APPLICATION

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

3. PERFORMANCE SECURITY

- 3.1 Within fourteen (14) days of receipt of the Notification of award of the Contract, the successful bidder shall furnish to the seller the Performance Security in the amount specified in Clause 05 of SCC as the security for the due performance of the contract.
- 3.2 The proceeds of the Performance Security shall be payable to the Seller as compensation for any loss resulting from the buyer's failure to complete his/their obligations under the Contract.
- 3.3 The Performance Security shall be in the form of a guarantee issued by a registered bank operating in Democratic Socialist Republic of Sri Lanka acceptable to the seller. This shall be in the form provided in the bidding documents or in the form of a Bank Draft - Appendix "B"

- 3.4 The Performance grantee will be discharged by the seller and returned to the buyer on the successful completion of the buyer's performance obligations under the Contract, including any warranty obligations. Unless specified otherwise in SCC.
- 3.5 The Performance Security should be furnished within the stipulated period and otherwise the offer shall be rejected as non – responsive.

4. **ASSIGNMENT**

The buyer shall not assign, in whole or in part, his obligations to perform under this contract, except with the seller's prior written consent.

5. **SUB-CONTRACT**

The buyer shall notify the seller in writing of all sub-contracts to be awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the buyer from any liability or obligation under the contract.

6. **MODE OF PAYMENT**

The buyer shall pay the total value of the goods, as specified in Clause 06 of SCC.

7. **TRANSPORTATION**

The buyer shall make his own arrangement for dismantling and cutting of the items purchased, at his own cost. The seller shall not be liable for provision of any labor, equipment etc for the purpose.

The buyer shall make his own arrangements for the transport of the items within the department premises and for weighing of the goods outside where necessary.

The buyer shall complete the removal of items from the Railway premises within the period allowed for him to take delivery of items or such extended period of time granted.

8. **WORKING HOURS**

Taking delivery of those goods purchased shall be done by the buyer during the normal working hours.

For working outside normal working hours, Public Holidays, Saturdays and Sundays prior approval should be obtained from the seller. To cover expenses to be incurred by the seller by way of overtime, subsistence, holiday-pay etc. to the Railway staff, the buyer shall deposit sufficient funds with the seller before approval is granted for such work. The amount that should be deposited shall be decided by the seller or his authorized representative.

9. **WEIGHING**

All items available at Rathmalana Yard shall be weighed at the weighbridge available at the Rathmalana Railway Workshop. If the Railway weighing machine is not in working order, any other weighing machine which is having a verification certificate issued by the authorities of the Department of Measurement Standard and Services as acceptable to the Sri Lanka Railways shall be used.

Accordingly, in the event of weighing the items from any other weighing machine, the cost incurred for same shall be borne by the buyer himself.

10.1 **INSPECTION OF MATERIALS**

The materials are offered for disposal as it is. Bidders are advised to satisfy themselves before bidding with regard to the quantity, condition, etc. of the items and transport facilities to the sites where items are available. The consequences arising out of the failure of the buyer to satisfy himself on such matters will not be entertained at any time.

Quantities given in the Schedule of Requirements/Price Schedule is approximate. After inspection of the materials at site, the buyer shall satisfy with quantity available and shall quote for **item No. 01 on lot basis** and for **item Nos. 02 – 04 on weight basis** accordingly. If the Nos. / weight is found excessive or lesser than the Nos./ weight mentioned in the Bill of Requirements / Price Schedule, the buyer shall pay for the total weight found physically and if it is lesser the amount overpaid by the buyer will be refunded.

10.2 **DELIVERY PERIOD**

The buyer shall take delivery of the goods sold to him within a period of 90 (Ninety) days from the date of the Issuing Order. If he fails to remove the goods within the said period, he shall apply for an extension of time, in writing to the seller. The seller may allow the request, at his discretion, subject to such terms, conditions as the seller may decide at the risk of the buyer. However, the seller will not grant such extensions more than 60 calendar days.

11. **LIQUIDATED DAMAGES**

If the buyer fails to remove the items within the period or such extended period as aforesaid, the seller shall be at liberty without prejudice to any other remedy for breach of contract to recover from the buyer as liquidated damages a sum equivalent to zero-point one percent (0.1%) of the value of the items not taken delivery, for each day delay until all items are taken delivery, up to a maximum of five (05%) percent of the contract price.

Once the maximum of five (05%) percent of the contract price is reached, the seller may consider termination of the contract.

12. **PRECAUTIONS ON TAKING DELIVERY OF GOODS**

The successful buyer shall take all precautions against damage or injury to any property or person arising from the execution of the contract and shall indemnify the Republic of Sri Lanka against such damage or injury.

Any damage to Railway property shall be repaired or replaced by the buyer within the period stipulated by the seller. If such repairing work/replacement is attended to by the seller, the buyer shall reimburse the total expenditure to the seller within the period of informed by the seller. The buyer also shall compensate any death or injury to Railway employees as a result of activities under the contract.

The Republic of Sri Lanka shall not be liable for or in respect of any damage or compensation under Workman's Compensation Ordinance Chap.117 or any statutory notification thereof in consequences of any accident or injury to any workman in the employment of the Bidder.

13. TERMINATION

The seller may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the buyer, may terminate this contract in whole or in part.

- (a) If the buyer fails to make the payments as per SCC Cl.06
- (b) If the buyer fails to commence taken delivery of goods within 14 (fourteen) days from the date of delivery order, or
- (c) If the buyer fails to perform any other obligations under the Contract.

14. TERMINATION FOR INSOLVANCY

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

15. TREMINATION FOR CONVENIENCE

The seller, by written notice sent to the buyer, may terminate the contract in whole or in part, at any time for his convenience. The notice of termination shall specify that termination is for seller's convenience, the extent to which the performance of the buyer under the contract is terminated, and the date upon which such termination becomes effective.

16. RESOLUTION OF DISPUTES

The seller and the buyer 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. However, if such disputes cannot be settled, they shall be referred to arbitration.

- (a) The arbitral tribunal shall comprise three arbitrators appointed as follows: -
 - i. Any party to this agreement desiring to refer such dispute to arbitration shall send a notice nominating an arbitrator to the other party.
 - ii. Within 30 days of receiving a notice of the nomination of an arbitrator by a party to the other party or parties shall appoint an arbitrator and the two arbitrators so nominated shall appoint a third arbitrator who shall function as Chairman of the Arbitral Tribunal.
 - iii. If either party fails to nominate an arbitrator within 30 days of receiving notice of the nomination of an arbitrator by the other party, such other party may apply to the High Court in terms of the Arbitration Act No.11 of 1995 for the appointment of The Arbitrator.
 - iv. If the two arbitrators nominated by the parties fail to agree upon, a third arbitrator within thirty days of the nomination of the second arbitrator, the appointment shall be made upon the application of a party by the High Court.

- v. In the event of a vacancy arising due to the death resignation or refusal to act of an Arbitrator, or where in arbitrator become in capable of performing his functions, another arbitrator shall be appointed in like manner to fill such vacancy.
- (b) Such arbitration shall be held in Colombo, Sri Lanka and shall be subject to the provisions of the Arbitration Act No. 11 of 1995.
- (c) The procedure to be followed at such arbitral proceeding shall be agreed upon by the Parties or, in the absence of such agreement, shall be determined by the Arbitral Tribunal.
- (d) In the event of a failure by either party to comply with procedure or any procedural order made by the Arbitral Tribunal, the Arbitral Tribunal shall have the power to proceed with the arbitration notwithstanding such default and to deliver its award.
- (e) The award or any procedural order of the Arbitral Tribunal shall be made by a Majority of the arbitrators and in the absence of such majority the presiding arbitrator shall make award as if he were a sole arbitrator.

17. **APPLICABLE LAW**

The Contract resulting there from shall be governed by and construed according to law of the Democratic Socialist Republic of Sri Lanka.

18. **NOTICES**

Any notice given by one party and other pursuant to this Contract shall be sent to the other party in writing or by Cable or facsimile or e-mail address and confirmed in writing to the address given in the bidding document SCC Clause 07.

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

19. **AGREEMENT**

The conditions of Bid herein contained, along with the offer once accepted shall constitute an agreement between the parties. Provide, however, the parties may be mutual agreement, alter vary add to or subtract from any or all of the conditions herein contained.

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict the provision herein shall prevail over those in the General Conditions of Contract.

1. SCOPE OF BID

Bids are invited, by the Chairman, Department Procurement Committee (Major), Sri Lanka Railways, Olcott Mawatha, Colombo 10, Sri Lanka from the persons who are personally satisfied of their capability to quote for the disposal of following items at Dematagoda Running Shed and Rathmalana Railway Yard.

Item No	Description	Location	Quantity (Approx.)
01	Condemned Filters	Dematagoda Running Shed	1500 Nos.
02	Iron Scrap	Rathmalana Railway Yard	600 M/Ton
03	Wheels & Tyres	Rathmalana Railway Yard	750 M/Ton
04	Radiators	Rathmalana Railway Yard	15 M/Ton

2. ISSUE OF DOCUMENTS CLOSING TIME OF BIDS (INSTRUCTIONS TO BIDDERS- CLAUSE 1 & 2)

- a) Bidding Document shall be issued from the Office of the Deputy General Manager (Procurement), Olcott Mawatha, Colombo 10 on payment of a non-refundable document fee of Sri Lanka Rupees 2,450/- (Rupees Two Thousand Four hundred & Fifty) only.
- b) Bid forms shall not be issued to any person whose name is in the list of Government Defaulting Contractors, individually or jointly with any other person.
- c) Bids sealed in accordance with Clause 15 under Instructions to the Bidders, shall be addressed to the following address:-

The Chairman
Department Procurement Committee ((Major),
Sri Lanka Railways,
Office of the Deputy General Manager (Procurement),
Olcott Mawatha,
Colombo 10.

Bid shall be closed on **19.07.2022** at **2.00 p.m.** at the Office of the Deputy General Manager (Procurement), Olcott Mawatha, Colombo 10, and shall be opened immediately after closing of Bids.

3. CLARIFICATIONS (CLAUSE- 07 UNDER ITB)

All requests for clarifications shall be submitted earlier than 10 days prior to the deadline for submission of bids.

4. BID SECURITY: (CLAUSE – 12 UNDER ITB)

The amount of Bid Security shall be Rs.1,000,000.00 (One Million rupees) only.

5. PERFORMANCE SECURITY : (GCC CLAUSE 3)

The amount of Performance Security shall be 10% (ten percent) of the contract value valid for a period of 06 (six) months from the date of award.

6. PAYMENT TERMS (GCC CLAUSE 06)

The successful bidder/s shall pay the total contract value within 30 (thirty) days from the date of letter of award.

7. NOTICES (GCC CLAUSE 19)

Seller's address for notice purposes is as follows: -

The General Manager,
Sri Lanka Railways,
Railway Head quarters,
Olcott Mawatha,
Colombo 10,
Sri Lanka.

8. WEIGHING (CLAUSE 09 UNDER GCC)

In the event of a weighing machine is out sourced, each lorry on each trip shall be weighed empty and located in presence of an officer authorized by Chief Mechanical Engineer and Officer from Railway Protection Force. Transportation for both officers from loading site to weighing site and return trip to the loading site or work place shall be provided by the buyer.

Information Copy

Not for Bidding

FORM OF BID

The Chairman,
 Department Procurement Committee (Major)
 Sri Lanka Railways,
 Olcott Mawatha,
 Colombo 10.

**DISPOSAL OF CONDEMNED FILTERS AT DEMATAGODA RUNNING SHED
 AND SCRAP AT RATHMALANA RAILWAY YARD
 CONTRACT No. SRS/F.7744**

1. I/We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the "Information and Instructions to Bidders and Terms and Conditions of Bid" pertaining to the above Bid, along with Schedules thereto, do hereby undertake to purchase and removal of items referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Bid Price of Rupees (in figures) (In words). The makeup of the aforesaid total Bid Price is given in the accompanying Schedules of requirements/ Price schedule.
2. Bid Validity – As per ITB Clause 11 of the Bidding Document.
3. I/We attach hereto the following documents as part of my/our bid:

	<u>Page Nos.</u>
a) Covering letter (if any)
b) Bid Bond
c) Certificate of Registration with the Registrar of Contract (Where applicable)
d) Official Bidding Document (ITB Clause 01)	
i.) Form of Bid – Duly completed and signed
ii) Schedule of Rates – Duly completed and signed
e) Any other applicable documents

4. I/We understand that you are not bound to accept the lowest bid and that you reserve the right to reject any or all bids or to accept any part of a bid without assigning any reasons therefor.
5. My/Our Bank reference is as follows:

Date:

.....
 Signature of Bidder

Note: All the documents or photocopies submitted shall be legible and clear. If the documents are not clear or illegible, the Technical Evaluation Committee may consider the bid as non-responsive.

Name of Bidder.....

Postal Address:

.....

Email Address:

Telephone Number:

Fax:

Information Copy - Not for Bidding

SCHEDULE OF REQUIREMENTS/PRICE SCHEDULE

DISPOSAL OF CONDEMNED FILTERS AT DEMATAGODA RUNNING SHED AND SCRAP AT RATHMALANA RAILWAY YARD - CONTRACT No. SRS/F.7744

1. Category A – Lot Basis

Item No	Description	Location	Quantity (Approx.)		Price for the Lot (Rs.)	12% VAT (Rs.)	Total Price with VAT (Rs.)
01	Condemned Filters	Dematagoda Running Shed	1500 Nos.	In figures:			
				In words:			

2. Category B – Weight Basis

Item No	Description	Location	Quantity (Approx.)		Price Per M/T (Rs.)	12% VAT (Rs.)	Total Price with VAT (Rs.)
02	Iron Scrap	Rathmalana Yard	600 M/Ton	In figures:			
				In words:			
03	Wheels & Tyres	Rathmalana Yard	750 M/Ton	In figures:			
				In words:			
04	Radiators	Rathmalana Yard	15 M/Ton	In figures:			
				In words:			

Note – 1. Nos. / Weight mentioned in the Price Schedule is approximate quantity.

2. Any other tax being implemented by the government at the time of placing the order other than the above tax too shall be paid by the successful bidder.

VAT Registration No.:

Date:

Signature of Bidder:

NIC No. of Bidder:

Name & Address of the Bidder:

(Rubber stamp to be placed):

SPECIMEN FORM OF BID SECURITY GUARANTEE

..... {insert issuing agency’s name, and address of issuing branch or office}

Beneficiary: {insert (by PE) name and address of Employer/Purchaser}

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 disposal of {insert name of Contract} under Invitation for Bids No. {insert IFB number} (“the IFB”).

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

At the request of the Bidder, we {insert name of 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”) Clause 22 of the ITB; or
- c. having been notified of the acceptance of its Bid by the Seller 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)}

APPENDIX "B"

SPECIMEN FORM OF PERFORMANCE GUARANTEE

..... {Issuing Agency's name, and address of Issuing Branch or Office}

Beneficiary: {Name and Address of Employer}

Date:

PERFORMANCE GUARANTEE NO.:

We have been informed that {name of Contractor/Buyer} (hereinafter called "the Contractor") has entered into Contract No. {reference number of the contract} dated with you, for the {disposal} of {name of contract and brief description of works} (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 Contractor, 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 contract completion date} and any demand for payment under it must be received by us at this office on or before that date.

.....
{Signature(s)}

APPENDIX "C"**CONTRACT AGREEMENT****DISPOSAL OF CONDEMNED FILTERS AT DEMATAGODA RUNNING
SHED AND SCRAP AT RATHMALANA RAILWAY YARD****CONTRACT No. SRS/F.7744**

This Agreement is made and entered into on this..... Day of Two Thousand by and between..... (Name of the person on behalf of the seller). The General Manager of Sri Lanka Railways, P.O. Box 355, Olcott Mawatha, Colombo, Sri Lanka, (hereinafter called and referred to as "The Seller") which term or expression as herein used shall as and where the context so requires or admits of construction, mean and include the said (name of person on behalf of the Seller) as the General Manager, as aforesaid and his successors in the said office for the time being and the Officers, who for the time being are acting in the Office of or are performing the functions now exercised by the Sri Lanka Railways herein for and on behalf of the Government of the Democratic Socialist Republic of Sri Lanka of the ONE PART and (Name of the Company or person) (A Company duly incorporated under the Laws of Sri Lanka) and having its Principal place of business at (hereinafter called and referred to as "The buyer") which term or expression as herein used shall as and where the context so requires or admits of construction mean and include the said.....(name of the person on behalf of the buyer). The Buyer, its successors and permitted assigns of the OTHER PART.

Whereas the Chairman, Department Procurement Committee has invited bids for the Disposal of Condemned Filters at Dematagoda Running Shed and Scarp at Rathmalana Railway Yard (annexed hereto marked X-1) more fully described in the schedule to Sri Lanka Railways and the Department Procurement Committee has accepted the Bid No..... dated.....submitted by the buyer at a Total.....cost of (Accepted value of the Goods) only (hereinafter called "The Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS;

01. The words and expression hereinafter referred to shall have the meaning assigned to them in the General Conditions of Contract and Special Conditions of Contract of the Bidding Document which is part and parcel of this Agreement.
02. The following documents shall be deemed to form, be read with and construed as part and parcel of this Agreement.
 - a) The bidding document, which consist of General Conditions of Contract, Special Conditions of Contract, Instructions to Bidders, Bill of Quantity/Price Schedule. (Annexed hereto marked X-2).
 - b) Bid No..... dateby the Successful bidder/s (annexed hereto marked X-3).

- c) Department Procurement Committee (Minor) approval No.
Dated (Annexed hereto marked X-4).
 - d) The letter of Award sent by the seller to the buyer bearing No.
dated (Annexed hereto marked X-4).
 - e) The buyer’s acknowledgement No..... datedto the
Letter of Award aforesaid (annexed hereto marked X-5).
03. The buyer shall remove the goods in conformity in all respects with provisions of the contract more fully described in the General Conditions of Contract, Special Conditions of Contract, in consideration of the payments to be made by Sri Lanka Railways to the buyer hereinafter mentioned.
04. The buyer shall pay the seller, the Contract Price at the times and in the manner described by the aforesaid Conditions of the Contract in consideration of the purchase of goods.
05. This Agreement shall come into operation only upon the furnishing of the Performance Bond by the buyer and signing of this Contract by both Parties.
06. All notices and or communications to be served by either Party to this Contract shall be served at the following addresses:

General Manager, Sri Lanka Railway’s Address

General Manager.
Sri Lanka Railways,
Railway Headquarters,
Olcott Mawatha,
Colombo 10,
Sri Lanka.

Telephone No: 94 11 2431177

Fax No: 94 11 2446490

Email: srs.slr@gmail.com

Web Site: www.railway.gov.lk

Buyer’s Address

.....
.....
.....
.....
.....

Telephone No:

Fax No.

E-mail:

IN WITNESS WHEREOF Sri Lanka Railways acting herein for and on behalf of the Democratic Socialist Republic of Sri Lanka has set its hand and the successful bidder/s has caused its common seal to be affixed hereinto and to others of same tenor and date as these present on the dated and at the place hereinafter mentioned.

At Colombo, Sri Lanka on this day of Two Thousand

.....
On behalf of the

The General Manager,
Sri Lanka Railways for and
on behalf of the Democratic
Socialist Republic of Sri Lanka.

WITNESS:

01. Signature :	02. Signature :
Name :	Name :
Designation :	Designation:
Address :	Address :

WITNESS:

01. Signature :	02. Signature :
Name :	Name :
Designation :	Designation:
Address :	Address :