

ORIGINAL / DUPLICATE

SRI LANKA RAILWAYS

Replacing of PLC Controlled Flushing System with New type in Toilets of S12 DMUs

NCB No: SRS/F. 7809

Project: CERC

Document Number:

Bidder:

Address:

.....

.....

Amount collected: Rs. 1,000/=

Receipt No : **of**

Issued on:

.....

Issuing officer

Section I. Instructions to Bidders (ITB)

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

General

- 1. Scope of Bid**
- 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are **specified in the BDS**. The name, identification, and number of lots (individual contracts), if any, are **provided in the BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 Payments under this contract will be financed by the source **specified in the BDS**.
- 3. Ethics, Fraud and Corruption**
- 3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:
- Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
 - Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

(a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public

official in the procurement process or in contract execution;

(b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

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

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

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

4. Eligible Bidders

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

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

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or

(b) Submit more than one bid in this bidding process. However, this does not limit the participation of

subcontractors in more than one bid.

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

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

5. Eligible Goods and Related Services

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

Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

Volume 1

- Section I. Instructions to Bidders (ITB)
- Section VI. Conditions of Contract (CC)
- Section VIII. Contract Forms

Volume 2

- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Schedule of Requirements
- Section VII. Contract Data
- Invitation For Bid

6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the

bid.

7. Clarification of Bidding Documents 7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.

8. Amendment of Bidding Documents 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

Preparation of Bids

9. Cost of Bidding 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid 10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language.

11. Documents Comprising the Bid 11.1 The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Price Schedules, in accordance with **ITB Clauses 12, 14, and 15;**
- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;
- (c) documentary evidence in accordance with ITB

Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;

- (d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (e) any other document required in the BDS.

12. Bid Submission Form and Price Schedules

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Alternative bids shall not be considered

14. Bid Prices and Discounts

14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.

14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.

14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:

(a) on components and raw material used in the manufacture or assembly of goods quoted; or

(b) on the previously imported goods of foreign origin

(ii) However, VAT shall not be included in the price but shall be indicated separately;

(iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;

(iv) the price of other incidental services

14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.

14.6 All lots, if any and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

15. Currencies of Bid

15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

17. Documents Establishing the Conformity of the Goods and Related Services

17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if **specified in the BDS** following commencement of the use of the goods by the Purchaser

18. Documents Establishing the Qualifications of the Bidder

- 18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
 - (b) that, if **required in the BDS**, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19. Period of Validity of Bids

- 19.1 Bids shall remain valid until the date **specified in the BDS**. A bid valid for a shorter date shall be rejected by the Purchaser as non responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

20. Bid Security

- 20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as **specified in the BDS**.
- 20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:
- (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
 - (b) be issued by a institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, www.npa.gov.lk.

- (c) be substantially in accordance with the form included in Section IV, Bidding Forms;
 - (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for the period specified in the BDS.
- 20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.
- 20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.
- 20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or
 - (b) if a Bidder does not agree to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
 - (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 42;
 - (ii) furnish a Performance Security in accordance with ITB Clause 43.

21. Format and Signing of Bid

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

- 21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

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

- 22.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
- (c) bear the specific identification of this bidding process as indicated in the BDS; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1.

If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

23. Deadline for Submission of Bids

- 23.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**.
- 23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

- 24.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, and Modification of Bids

- 25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “MODIFICATION;” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.
- 25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1.
- 25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

- 26.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS.**
- 26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-

Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub- Clause 24.1

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

Evaluation and Comparison of Bids

- 27. Confidentiality**
- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.
- 28. Clarification of Bids**
- 28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.

29. Responsiveness of Bids

29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

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

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

30. Nonconformities, Errors, and Omissions

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

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

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

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

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

30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid-Securing Declaration shall be executed.

31. Preliminary Examination of Bids

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

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

- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 12;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.

32. Examination of Terms and Conditions; Technical Evaluation

32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the **Contract Data** have been accepted by the Bidder without any material deviation or reservation.

32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.

33. Conversion to Single Currency

33.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

34. Domestic Preference

34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.

35. Evaluation of Bids

35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.

35.3 To evaluate a Bid, the Purchaser shall consider the following:

- (a) the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
- (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
- (e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.

35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be

expressed in monetary terms to facilitate comparison of bids.

- 35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.
- 36. Comparison of Bids** 36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.
- 37. Post qualification of the Bidder** 37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

Award of Contract

- 39. Award Criteria** 39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40. Purchaser's Right to Vary Quantities at Time of Award** 40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 41. Notification of Award** 41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

- 41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.
- 42. Signing of Contract**
- 42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it
- 42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.
- 43. Performance Security**
- 43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.
- 43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is : The General Manager, Sri Lanka Railways
ITB 1.1	The name and identification number of this procurement are: Replacing of PLC Controlled flushing system with new type in toilets of S12 DMUs - SRS/F. 7809
ITB 2.1	<p>The source of funding is: The International Development Association (hereinafter called “the Bank”).</p> <p>Payments by the Bank will be made only at the request of the Government of Sri Lanka (GOSL) and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between GOSL and the Bank (hereinafter called the Credit Agreement), and will be subject in all respects to the terms and conditions of that Credit Agreement. The Loan Agreement prohibits a withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the GOSL shall derive any rights from the Credit Agreement or have any claim to the funds.</p>
ITB 3.2	<p>Replace ITB 3.2 with the following:</p> <p>It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p>

¹ In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

	<p>(i) “corrupt practice”² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>(ii) “fraudulent practice”³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) “coercive practice”⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(v) “obstructive practice” is</p> <p style="padding-left: 20px;">(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or</p> <p style="padding-left: 20px;">(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under sub-clause 3.1 (e) below.</p> <p>(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;</p> <p>(c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the</p>
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² “another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

³ a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁵ a “party” refers to a participant in the procurement process or contract execution.

	<p>execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;</p> <p>(d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and</p> <p>(e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers, and contractors and their sub-contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.</p> <p>Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 34.1 (a) (iii) of the Conditions of Contract and Section X. - Environmental, Social and Gender Based Violence Prevention Code of Conduct (ESGBVPCC) where applicable</p>
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Information copy. Not for bidding.

<p>ITB 4</p>	<p>Add the following to ITB 4:</p> <p>4.5 A Bidder that is under a declaration of ineligibility by the Bank in accordance with ITB Clause 3, at the date of contract award, shall be disqualified. A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr</p> <p>4.6 A firm that has been determined to be ineligible by the Bank in relation to the Bank Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants shall be not be eligible to be awarded a contract.</p> <p>4.7 Government-owned enterprises in Sri Lanka shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.</p> <p>4.8 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.</p> <p>4.9</p> <ul style="list-style-type: none"> i. The bidder shall have 5 years' experience in designing and manufacturing / supplying electronic products to railways or other Industrial applications. The bidder's ability and capability shall be proofed by documentary proofs. Client certification for successful operation shall be submitted for at least one supply. For those supplies to the SLR, supply references with relevant purchase orders are only sufficient. <p style="text-align: center;">or</p> ii. Supplier / Manufacturer shall have experience in designing / manufacturing industrial automation works at least 5 projects for a period of five (5) years. Documentary proofs shall be submitted. <p style="text-align: center;">or</p> iii. Supplier / Manufacturer shall have experience in designing, manufacturing, repairing or maintaining similar kind of automated or electronic product to the SLR during last 5 years. Successful operation of such supplies shall be sufficiently proved by details.
<p>ITB 4.4</p>	<p>Foreign bidders <i>are not allowed to participate in bidding.</i></p>
<p>B. Contents of Bidding Documents</p>	
<p>ITB 5</p>	<p>Add the following to ITB 5:</p> <p>5.2 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section IX, Eligible Countries.</p> <p>5.3 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial</p>

	<p>plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.</p> <p>5.4 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p>
ITB 6.1	<p>Add the following to ITB 6.1, Volume 2:</p> <p>Volume 2</p> <ul style="list-style-type: none"> • Section IX. Eligible Countries • Section X. Environmental, Social and Gender Based Violence Prevention Code of Conduct (ESGBVPCC)
ITB 6	<p>Add the following to ITB 6:</p> <p>6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Purchaser.</p>
ITB 7.1	<p>For <u>Clarification of bid purposes</u> only, the Purchaser’s address is:</p> <p>Attention: Deputy General Manager (Procurement)</p> <p>Address: Railway Procurement Sub Department, P.O. Box 1347, Olcott Mawatha, Colombo 10.</p> <p>Telephone: 94 (11) 2438078 or 94(11) 2436818</p> <p>Facsimile number: 94(11) 2432044</p> <p>Electronic mail address: <i>dgmp@railway.gov.lk, pot1@railway.gov.lk</i></p>
C. Preparation of Bids	
ITB 11.1 (e)	<p>The Bidder shall submit the following additional documents:</p> <ol style="list-style-type: none"> (i) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 21; (ii) documentary evidence in accordance with ITB Clause 16 establishing the Bidder’s eligibility to bid; (iii) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin (iv) <i>Covering letter (if any)</i>

ITB 14.2	<p>Add the following to ITB 14.2:</p> <p>The price quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered for individual lots or for award of more than one contract lot.</p> <p>The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.</p>
ITB 14.3	<p>Add the following to ITB 14.3:</p> <p>Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.2 provided the bids for all lots are submitted and opened at the same time.</p>
ITB 17	<p>Add the following to ITB 17:</p> <p>17.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.</p> <p>17.5 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.</p>
ITB 17.3	Not Applicable
ITB 18.1 (b)	After sales service is: <i>“required”</i>
ITB 19.1	The bid shall be valid until: 17/02/2023
ITB 20.1	<p>The Bid shall include a Bid Security (issued by a bank or surety) in the form included in Section IV Bidding Forms.</p> <p>The Bid Security of a Joint Venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in Section IV “Bidding Forms,” Bidder Information Form Item 7.</p>
ITB 20.2	<p>The amount of the Bid Security shall be: <i>Rs. 26,000.00</i></p> <p><i>The validity period of the bid security shall be until [19/03/2023]</i></p>
D. Submission and Opening of Bids	

ITB 22.2 (c)	<p>The inner and outer envelopes shall bear the following identification marks:</p> <p>Replacing of PLC Controlled flushing system with new type in toilets of S12 DMUs - SRS/F. 7809</p>
ITB 23.1	<p>For bid submission purposes, the Purchaser's address is:</p> <p>Attention: Deputy General Manager (Procurement) Address: Railway Procurement Sub Department, P.O. Box 1347, Olcott Mawatha, Colombo 10.</p> <p>Telephone: 94 (11) 2438078 or 94(11) 2436818</p> <p>Facsimile number: 94(11) 2432044</p> <p>Pre bid meeting : Date 05/10/2022 Time : 10.30 a.m.</p> <p>Venue: Chief Mechanical Engineer's Sub Department - Rathmalana</p> <p>The deadline for the submission of bids is:</p> <p>Date: 19/10/2022 Time: 2.00 p.m.</p>
ITB 26.1	<p>The bid opening shall take place at:</p> <p>Address: 3rd floor, room number 1 Railway Procurement Sub Department, No. 1347, Olcott Mawatha, Colombo 10</p> <p>Date: 19/10/2022 Time: 2.00 p.m.</p>
E. Evaluation and Comparison of Bids	
ITB 34.1	<p>Domestic preference <i>shall not</i> be a bid evaluation factor.</p>
ITB 35.3(d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: Not Applicable</p> <p>(b) Deviation in payment schedule: Not Applicable</p> <p>(c) the cost of major replacement components, mandatory spare parts, and service: Not Applicable</p>
ITB 35.4	<p>The following factors and methodology will be used for evaluation:</p> <p>Substantially responsive bids are evaluated in lot wise for technical compliance and selection shall be done based on the total bid price</p>

ITB 35.5	Not Applicable
F. Award of Contract	
ITB 41	<p>Add the following to ITB 41:</p> <p>41.4 The Purchaser shall publish in the national newspapers the results of the bid selection. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.</p>

Information copy. Not for bidding.

Section III. Evaluation and Qualification Criteria

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

Contents

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

Information copy. Not for bidding.

1. Evaluation Criteria (ITB 35.3 (d))

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

- (a) Delivery schedule : Not Applicable
- (b) Deviation in payment schedule : Not Applicable
- (c) Cost of major replacement components, mandatory spare parts, and service :
Not Applicable

2. Evaluation Criteria (ITB 35.4)

Substantially responsive bids are evaluated for technical compliance and selection shall be done based on the total bid price

3. Multiple Contracts (ITB 35.5)

Not Applicable

3. Post qualification Requirements (ITB 37.2)

Not Applicable

4. Domestic Preference (ITB 34.1)

Not Applicable

Information Copy. Not for bidding.

Section IV. Bidding Forms

Table of Forms

Bid Submission Form
Price Schedule:.....
Price and Completion Schedule - Related Services
Bid Security (Guarantee)
Bid-Securing Declaration
Manufacturer’s Authorization
Bidder Information Form

Information copy. Not for bidding.

Bid Submission Form

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

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

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

To: **The General Manager, Sri Lanka Railways**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;

We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services: **Replacing of PLC Controlled flushing system with new type in toilets of S12 DMUs**

- (b) The total price of our Bid without VAT, including any discounts offered is: *[insert the total bid price in words and figures]*;
- (c) The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures]*;
- (d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (f) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (g) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser's country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

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

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

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

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

Information copy. Not for bidding.

Price Schedule

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

Information copy. Not for bidding.

PRICE SCHEDULE

- Note: 1. Unless otherwise allowed under ITB Clause 15, the bidders are required to quote the prices under 'A' columns;
 2. Bidders may quote prices under 'B' columns only if the ITB Clause 15 provides provisions to bid in foreign currencies for the line item

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
				Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)							Goods to be imported and supply (if allowed in bidding documents)					
				A							B					
Line Item No.	Description of Goods or related services	Qty and unit	Country of Origin of the Goods	Unit price (inclusive of duties, sales and other taxes) Excluding VAT	Price per line item (Col. 3x4)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 5	Total Price Excluding VAT (Col 5+6)	Discounted Total price (if any) excluding VAT	VAT	Total Price Including VAT (Col. 7 or 8+9)	Unit price (foreign cost) ⁶	foreign cost per line item (Col. 3x12)	All related costs to deliver the goods to their final destination inclusive of duties, sales and other taxes inland transportation, insurance. Excluding VAT	VAT		
											currency	Amount	Currency	Amount	Sri Lanka Rupees (LKR)	LKR
1	Replacing of PLC Controlled flushing system with new type in toilets of S12 DMUs-	30 Nos														
Total											Total					

⁶ Write the discounted price if any

Bid Guarantee

[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

----- [insert issuing agency's name, and address of issuing branch or office] -----

Beneficiary: General Manager Sri Lanka Railways
Railway Head Quarters,
P.O. Box 355, Olcott Mawatha,
Colombo 10.

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

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

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

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

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

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

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

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date. _____

[signature(s) of authorized representative(s)]

Bid-Securing Declaration

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

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

Name of contract -- **Replacing of PLC Controlled flushing system with new type in toilets of S12 DMUs**

Contract Identification N^o: **SRS/F. 7809**

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

To: General Manager Sri Lanka Railways

We, the undersigned, declare that:

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

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

Name *[insert printed or typed name]*

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

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

Manufacturer's Authorization

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

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

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

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

Title: *[insert title]*

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

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

Bidder Information Form

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

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

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

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

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

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

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

9. Names and addresses of the Independent Inspecting Authorities in country of origin (for approval and selection by Purchaser)

1.
2.
3.

10. Name and address of Air Carrier proposed to be used by supplier:

.....

.....
11. The Bidder shall affirm the following:

I hereby swear that no individual or partner or stockholder or officer or director associated with this Bid is in any way associated or interested in any other Bid being submitted for this contract to the Purchaser.

.....
Signature of person authorized to sign

.....
(Name and title of person authorized to sign)

List below the supplementary supporting documentary evidence attached.

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

Information copy. Not for bidding.

Section V. Schedule of Requirements

Contents

1. List of Goods and Delivery Schedule
2. List of Related Services and Completion Schedule
3. Technical Specifications
4. Drawings
5. Inspections and Tests

Information copy. Not for bidding.

1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	unit	Final (Project Site) Destination as specified in Contract Data	Delivery Date
1	Replacing of PLC Controlled Flushing System with New type in Toilets of S12 DMUs toilets	30	Nos	Ratmalana / Dematagoda	Within 45 days from the order confirmation.

Information copy. Not for bidding.

2. List of Related Services and Completion Schedule

Not Applicable

Information copy. Not for bidding.

TECHNICAL SPECIFICATIONS

[The Technical specifications may be provided in the following format. The bidder shall fill the columns 6 and 7. Bidder's failure to provide the information requested in the columns 6 and 7 may be a reason for the rejection of the bid. If any discrepancy is observed between the information provided by the bidder in the columns 6 and 7 and the other technical information attached to the bid, the information provided herein shall take precedence.]

(1)	(2)	(3)	(4)	(5)	(6)	(7)
Line Item No	Description of Goods or Related Service	Sub Component	Technical Specifications and Standards			
			Purchaser's Requirements		Bidder's Offer	
			Detail	Priority	Yes(Y)/ No(N)	Remarks ⁷
1.	Replacing of PLC Controlled Flushing System with New type in Toilets of S12 DMUs toilets	1. General	The lavatory system consists of one set of western toilet, one set of eastern toilet, system control panel, pressure reducing filtration valve, power box and a connection pipeline. The toilet is a pneumatic directly drained toilet which realizes the flushing circulation of whole toilet through the action of cylinder driven by compressed air and the supercharged flushing of toilet. The schematic diagram of sanitation system is shown in Fig. 1.			
		2. Working principle of sanitation system	The water in the water tank of train is filled into the cleaning water tank inside the toilet system via the height difference, the water in the cleaning water tank is supercharged by the compressed air and flows into the toilet bowl to clear off the dirt, and then the dirt in the bowl is discharged out from the car via the waste			

⁷ If the bidder has stated 'N' in column 6 it is essential that bidder shall fill information of his offer against the sub-component under column 7. If the bidder has stated 'Y' in column 6, the bidder has the option of providing additional information of his offer, to establish that it conforms to the specifications given.

			<p>water valve and pipe of toilet.</p> <p>During each flushing circulation, the train supplies the water, power and compressed air to flush the bowl</p>		
			<p>Its working principle is described in the following:</p>		
			<p>1.1 The system makes self-inspection after the power is connected for the first time, opens the water supply solenoid valve to fill water to cleaning water tank for 40s and then close this solenoid valve, and is ready for normal operation.</p>		
			<p>1.2 After the button is activated (pressed and restored), the system activates the flushing procedure:</p>		
			<p>1.3 Open the air supply solenoid valve to supercharge the cleaning water tank;</p>		
			<p>1.4 The clack solenoid valve and nozzle solenoid valve are electrified, and then the clack valve opens and the nozzle injects water.</p>		
			<p>1.5 The clack solenoid valve, nozzle solenoid valve and air supply solenoid valve are de-electrified, and then the clack valve closes, the nozzle stops water injection and the cleaning water tank stops supercharging and discharges the air.</p>		
			<p>1.6 Water supply solenoid valve is electrified, and then the water is filled into the cleaning water tank for 20s; next water supply solenoid valve is de- electrified, and the no water is filled into the cleaning water tank.</p>		
			<p>1.7 The flushing procedure comes to end and the system enters into the normal standby state.</p>		
			<p>The action sequence diagram of working principle is shown in Fig.2 and Fig.3</p>		

		3. Other requirements	3.1 Original system consists a PLC. However, it is not required to use the same control system and equipment as in the existing system. It is proposed to use a new control system which can control lavatory flushing according to above working principle.			
			3.2 Out of total 30 units, 15 numbers of units required for western type toilets and other 15 numbers of units required for eastern type toilets			
			3.3 SLR requirement is only the control unit excluding 110V DC / 24V DC converting unit. (DC-DC converter is not required with the control unit)			
			3.4 The existing PLC unit is mounted in the toilet. The control unit of the toilet flushing system shall be housed in a waterproof encloser, which can be directly bolted to the same bolts holes of the original toilet frame without any alteration.			
			3.5 Input wire harness from the coach wiring shall be directly plugged to the control unit			
			3.6 Output wire harness shall be identical to the original one and match to the electromagnetic valves of the toilet system.			
			3.7 Final (Project Site) Destination will be Ratmalana/Dematagoda			
		4. Warranty	Warranty shall remain valid for twelve (12) months after the date of receiving acceptance certificate.			
		5. Inspections and Tests	5.1 The inspections and tests shall be performed by a representative or representatives appointed by the purchaser at the work site in Rathmalana/Dematagoda			
			5.2 After the inspections and tests carried out, acceptance certificate will be issued.			
5.3 At any rejection due to failure to perform toilet flushing task satisfactorily, the supplier shall have to rectify the same at his cost.						

4. Drawings / Figures

These Bidding Documents includes 3 drawings.

List of Drawings		
Drawing Nr.	Drawing Name	Purpose
Figure 1	Schematic Diagram of Sanitation System	
Figure 2	Action Sequence Diagram of Western Toilet	The action sequence diagram of working principle
Figure 3	Action Sequence Diagram of Eastern Toilet	

Information copy. Not for bidding.

5. Inspections and Tests

The following inspections and tests shall be performed: *[insert list of inspections and tests if any]*

Information copy. Not for bidding.

Section VI. Conditions of Contract

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Section VI. Conditions of Contract

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

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “CC” means the Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
- (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (l) “The Project Site,” where applicable, means the place

(m) named in the Contract Data.

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

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

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

(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

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

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

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

4.2 Entire Agreement

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

4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Severability

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

- 5. Language**
- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No: 11 of 1995.
- 10.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

- | | |
|--|---|
| 11. Scope of Supply | 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements. |
| 12. Delivery and Documents | 12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data. |
| 13. Supplier's Responsibilities | 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12. |
| 14. Contract Price | 14.1 Prices charged by the Supplier for the Goods supplied and the Related services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid. |
| 15. Terms of Payment | 15.1 The Contract Price, shall be paid as specified in the Contract Data .

15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it. |
| 16. Taxes and Duties | 16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. |
| 17. Performance Security | 17.1 If required as specified in the Contract Data , the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.

17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

17.3 As specified in the Contract Data , the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data , or in another format acceptable to the Purchaser. |

17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

18. Copyright

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

19. Confidential Information

19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.

19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.

21. Specifications and Standards

21.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving

a notice of such disclaimer to the Purchaser.

- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

22. Packing and Documents

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

23. Insurance

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

24. Transportation

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

25. Inspections and Tests

25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.

25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

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

27. Warranty

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.3 Unless otherwise specified in the **Contract Data**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **Contract Data**.
- 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **Contract Data**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **Contract Data**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights

which the Purchaser may have against the Supplier under the Contract.

28. Patent Indemnity

28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

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

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

28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Supplier fails to notify the Purchaser within twenty- eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any

obligation of the Supplier to pay liquidated damages to the Purchaser and

- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

30. Change in Laws and Regulations 30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.

31. Force Majeure 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32. Change Orders and Contract Amendments 32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

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

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

32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

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

33. Extensions of Time

33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

34. Termination

34.1 Termination for Default

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

- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
- (ii) if the Supplier fails to perform any other obligation under the Contract; or
- (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not

terminated.

34.2 Termination for Insolvency.

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

34.3 Termination for Convenience

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

36. **Assignment** 35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VII. Contract Data

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

CC 1.1(i)	The Purchaser is: The General Manager, Sri Lanka Railways
CC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are: Rathmalana / Dematagoda
CC 1.1	Add the following definition: “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
CC 3	Replace CC 3 with the following: 3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1. (a) For the purposes of this Sub-Clause: (i) “corrupt practice” ⁸ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; (ii) “fraudulent practice” ⁹ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

⁸ “another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁹ a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

	<p>(iii) “collusive practice”¹⁰ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) “coercive practice”¹¹ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(v) “obstructive practice” is</p> <p>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or</p> <p>(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 11.</p> <p>3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.</p>
<p>CC 4</p>	<p>Add the following to CC 4:</p> <p>4.5 Non waiver</p> <p>(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p>

¹⁰ “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

¹¹ a “party” refers to a participant in the procurement process or contract execution.

	(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
CC 7	<p>Add the following to CC 7:</p> <p>7.2 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.</p> <p>7.3 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p>
CC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Attention: Deputy General Manager (Procurement)</p> <p>Address: Railway Procurement Sub Department, P.O. Box 1347, Olcott Mawatha, Colombo 10.</p> <p>Telephone: 94 (11) 2438078 or 94(11) 2436818</p> <p>Facsimile number: 94(11) 2432044</p> <p>Electronic mail address: dgmp@railway.gov.lk, pot1@railway.gov.lk</p>
CC 12.1	1) Details of Shipping and other Documents to be furnished by the Supplier are : <i>Tax Invoice</i>
CC 15.1	<p><i>Sample provision[Select appropriately]</i></p> <p>CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>A: For Goods supplied from within Sri Lanka</p> <p>Payment shall be made in Sri Lanka Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other</p>

	<p>contracted Services have been performed.</p> <p>(i) Payment 1 20 % Advance payment of total bid price on providing of an Advance Payment Guarantee as per Section VIII</p> <p>(ii) Payment 2 On completion of supplying 30 nos. of Toilet flushing systems and issuance of letter of acceptance, the balance 80% from the contract price will be released.</p>
CC 17.1	A Performance Security shall be ten percent (10%) of the contract price. Performance Security shall be released on successful completion of the guarantee period.
CC 19	<p>Add the following to CC 19:</p> <p>19.5 The obligation of a party under CC Sub-Clauses 19.1 and 20.2 above, however, shall not apply to information that:</p> <p>(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;</p> <p>(b) now or hereafter enters the public domain through no fault of that party;</p> <p>(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</p> <p>(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</p>
CC 25.1	The inspections and tests shall be: performed by a representative or representatives appointed by the purchaser as per Inspection and Testing under Schedule of Requirement.
CC 25.2	The Inspections and tests shall be conducted at the work site in Rathmalana/Dematagoda

CC 25.9	<p>Add the following to CC 25:</p> <p>The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier's attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 36 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines).</p>
CC 26.1	<p>The liquidated damage shall be: 0.5% per week</p>
CC 26.1	<p>The maximum amount of liquidated damages shall be: 5% of the contract value</p>
CC 27.5	<p>Within Warranty Period</p>
CC 36	<p>Add CC 36 as follows:</p> <p>Inspections and Audit by the Bank:</p> <p>The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier's attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines).</p>

Information Only Not for Bidding

Section VIII. Contract Forms

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Information copy. Not for bidding.

1. Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [*insert brief description of Goods and Services*] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [*insert Contract Price in words and figures, expressed in the Contract currency(ies)*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Contract Data
 - (c) Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) [*Add here any other document(s)*]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

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

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

For and on behalf of the Purchaser

Signed: *[insert signature]*

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

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

For and on behalf of the Supplier

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

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

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

Information copy, Not for bidding.

2. Performance Security

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

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

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

Date: -----

PERFORMANCE GUARANTEE No.: -----

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

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

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

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

[signature(s)]

3. Guarantee for Advance Payment

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

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

ICB No. and title: *[insert number and title of bidding*

process] [issuing agency's letterhead]

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

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

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

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

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

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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date⁵¹]*.

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

Section IX. Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines:

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:

Section X.

ENVIRONMENTAL, SOCIAL AND GENDER BASED VIOLENCE PREVENTION CODE OF CONDUCT (ESGBVPCC) FOR SMALL CIVIL WORKS FOR REHABILITATION OF SANITARY FACILITIES IN TRANSPORT HUBS.

All contractors, sub-contractors or entities implementing small civil works will ensure the following environmental and social safeguards measures during the process of project implementation.

Information Disclosure among Stakeholders

- Discussions should be conducted with the residents who reside around the immediate vicinity of the construction site; provide them with information on the project activities, muster their views for possible impact mitigation as this will also ensure a good rapport and less complaints. This should be done immediately once the contractor is mobilized.
- A copy of the ESMP should be available at all times at the project supervision office on site.

Grievance Redress Mechanism

- Contractors shall establish a GRM at site, include a complaint box located in an accessible location, with contact details and procedures.
- All workers shall be trained about the GRM process.
- The Contractor shall brief the community on GRM process.
- A mechanism shall be in place to resolve complaints swiftly. The relevant PMUs shall be informed about complaints received and regular records shared.
- A registry of complaints to be maintained with measures taken to resolve complaints.
- Any GBV related complaints should be immediately reported to the PMU & WB for guidance. Thus GBV-related issues will be handled maintaining confidentiality, obtaining necessary consent from survivor and in a safe and ethical manner.

Management of the spread of Covid-19 or handling sudden Pandemic outbreaks

- The contractor shall firstly follow all measures outlined for pandemic management by the Government of Sri Lanka, Ministry of Health and Local Public Health officers and adhere to all relevant guidelines applicable.
 - The contractor will ensure that there is set number of workers as per the guidance as well as in labor camps to prevent overcrowding and to allow social distancing. Where necessary in labor camps additional provisioning will be made for spacing.
 - The contractor will at all times, ensure proper handwashing and sanitation facilities are available on the site.
 - Measures should be in place to undertake daily temperature checks of workforce and enable social distancing at the work site and interactions with communities should be minimized. Daily records of these checks should be maintained by the contractors site staff.
- If a worker is diagnosed with symptoms related to the said pandemic the contractor will immediately inform the PHI and follow instructions laid out by the national health agencies.

Material Sourcing

- To avoid significant impact on geological resources the contractor will ensure that sand, aggregates and other quarry material is sourced from licensed sources.
- The contractor is required to maintain the necessary licenses and environmental clearances for all borrow and quarry material they are sourcing to obtain soil, fine aggregate and coarse aggregate.
- Sourcing of any material from any protected areas and/or designated natural areas are strictly prohibited.

The Project Supervision Engineer will require maintaining the numbers and relevant details of all necessary licenses etc. and report of their status accordingly.

Transport and Storage of construction materials

- Sites for storage of construction materials should be identified, without affecting the traffic, block access to homes or businesses and other common utilities that will lead to access issues as the compound is operational.
- All material for civil works should be transported in fully covered trucks. Overloading of vehicles with materials should be controlled and done in a manner to suit the trucks capacity.
- Construction material such as cement, sand and metal should be stored in closed structures or in a contained manner.

Dust

- All construction materials such as sand, metal, lime, bricks etc. should be transported under cover to the site and stored under cover at the site. Plastic sheeting (of about 6 mm minimum thickness) can be used and held in place with weights, such as old tires or cinder blocks, with the edges of the sheeting buried, or by the use of other anchoring systems. This will minimize the levels of airborne dust.
- Continual water sprinkling should be carried out in the work and fill areas and the access road if dust stir is observed. Water sprinkling should be done more frequently on days that are dry and windy (at least four times a day) as the levels of dust can be elevated during dry periods. Dust barriers should be used during all construction activities, especially in areas along roads with heavy traffic, commercial and residential areas.

Noise

- Noise generating work should be limited to daytime (6:00AM to 6:00PM). Other type of construction work which will not disturb the environment by noise or vibration could be carried out during the nighttime. No work that generates excessive noise should be carried out during night hours (from 6:00PM to 6:00AM on the following day).
- Even during daytime use of the access road should be minimized during departure times (7:00AM to 8:30AM), school time (1:00PM-2:00PM) and arrival times (After 4:30PM -6:00PM). This will not only reduce noise levels but also help mitigate congestion issues in the area due to the construction activities.
- All equipment and machinery should be operated at noise levels that do not exceed the permissible level of 75 dB (during construction) for the daytime. For all construction activities undertaken during the nighttime, it is necessary to maintain the noise level at below 50 dB as per the Central Environmental Authority (CEA) noise control regulations
- All equipment should be in good, serviced condition. Regular maintenance of all construction vehicles and machinery to meet noise control regulations stipulated by the CEA in 1996 (Gazette Extra Ordinary, No 924/12) must be conducted for vehicles/machinery that will be used in construction on site and for transport.

- Ideally noise generating work should not be carried out during public holidays and religious days. Special care should be taken as there is a temple nearby.
- Labor gangs should be warned to work with minimum noise. Strict labor supervision should be undertaken in this respect. Number of nighttime resident laborers should be minimized.
- Temporary sound barriers should be erected around buildings or premises as appropriate to shield residents if there are complaints from them.

Vehicular noise pollution at residential / sensitive receptors

- Idling of temporary trucks or other equipment should not be permitted during periods of loading / unloading or when they are not in active use. The practice must be ensured especially near residential / commercial / sensitive areas.
- Stationary construction equipment will be kept at least 500m away from sensitive receptors, where possible. These include hospitals, schools, places of worship and households.
- All possible and practical measures to control noise emissions during drilling shall be employed.

Removal and Disposal of construction debris and excavated materials

- During site clearance activities, demolition and debris removal must be carried out swiftly and in wellplanned manner. Possibly debris removal can be carried out during non-peak hours to avoid traffic at the site.
- The contractor shall identify the sites for debris disposal and should be finalized prior to start of the earthworks; Spoil and other disposal materials should only be dumped at sites for which prior approval from relevant authorities such as the LA have been obtained.
- Taking into account the following :
 - The dumping does not impact natural drainage courses
 - No endangered / rare flora is impacted by such dumping
 - Should be located in nonresidential areas located in the downwind side
 - Located at least 100m from the designated forest land.
 - Avoid disposal on productive land. ○
 - Should be located with the consensus of the local community , in consultation with the engineer and shall be approved by the highways department
 - Minimize the construction debris by balancing the cut and fill requirements.
 - The contractor should avoid any spillage of spoil when transporting such materials to the approved material dumping sites.

Protection of topsoil

- The top soil to be protected and compacted after completion of pipe laying activities.
- The contractor should attempt to reuse the cut material from earthworks for project activities where possible

Pollution from Fuel and Lubricants

- The contractor shall ensure that all construction vehicle parking location, fuel/lubricants storage sites, vehicle, machinery and equipment maintenance and refueling sites shall be located away from rivers and irrigation canal/ponds.
- Contractor shall ensure that all vehicle/machinery and equipment operation, maintenance and refueling will be carried out in such a fashion that spillage of fuels and lubricants does not contaminate the ground.

- Contractor shall arrange for collection, storing and disposal of oily wastes to the pre-identified disposal sites (list to be submitted to Engineer) and approved by the Engineer. All spills and collected petroleum products will be disposed off in accordance with standards set by the CEA/MoE.
- Engineer will certify that all arrangements comply with the guidelines of CEA/MoE or any other relevant laws.

Surface Drainage and Possible Water Stagnation

- Provide storm water drain system in the premises which shall discharge water to the improved roadside storm water drain.
- Carry out overall storm water management in the premises during construction using temporary ditches, sand bag barriers etc.
- Temporary flooding due to excavation.
- Proper drainage arrangements to be made, to avoid the overflowing of existing drains due to excavation during the laying of pipes, cutting activities.

Public and Worker Safety

- The construction site should be barricaded at all time in a day with adequate marking, safety tape, flags, reflectors etc. for safety of individuals using the compound on a daily basis. (Items such as parking cones, lights, tubular markers, orange and white strips and barricades of a luminous nature for night visibility).
- The construction site should be clearly demarcated by the above means and restriction of access to public to the site will help the safety of public.
- Safety signboards in local languages should be displayed at all necessary locations.

Safety Gear for Labors

- Masks and Gloves should be provided in addition to sanitizers and soaps for handwashing purposes.
- Protective footwear and protective goggles should be provided to all workers employed on mixing of materials like cement, concrete etc.
- Welder's protective eye-shields shall be provided to workers who are engaged in welding works.
- Earplugs shall be provided to workers exposed to loud noise, and workers working in crushing, compaction, or concrete mixing operation.
- The contractor shall supply all necessary safety appliances such as safety goggles, helmets, safety belts, ear plugs, mask etc. to workers and staffs.
- In addition, the contractor shall maintain in stock at the site office, gloves, ear muffs, goggles, dust masks, safety harness and any other equipment considered necessary.
- A safety inspection checklist should be prepared taking into consideration what the workers are supposed to be wearing and monitored on a monthly basis and recorded.

Prevention of accidents

- Prevention of accidents involving human beings, animals or vehicles falling or accidents due to open trenches/manholes during construction period. This needs to be ensured with proper barricading, signage boards and lighting etc.
- A readily available first aid unit including an adequate supply of sterilized dressing materials and appliances should be available at the site office at all times
Availability of suitable transport at all times to take injured or sick person(s) to the nearest hospital should also be insured.

- Names and contact information for emergency services such as Ambulance services, hospitals, police and the fire brigade should be prepared as a sign board and displayed at the work site.
- All vehicles used by any contractor for the purpose of the project will have valid registration, insurance and road worthiness.

Prevention of Potential capacity of spread of infection due to introduction of workers to communities.

- Where possible all attempts must be taken to use labor already present in the island.
- Consider ways to minimize/control movement in and out of construction areas/site.
- If workers are accommodated on site require, them to minimize contact with people outside the construction area/site or prohibit them from leaving the area/site for the duration of their contract
- Implement procedures to confirm workers are fit for work before they start work, paying special to workers with underlying health issues or who may be otherwise at risk
- Check and record temperatures of workers and other people entering the construction area/site or require self-reporting prior to or on entering
- Provide daily briefings to workers prior to commencing work, focusing on COVID-19 specific considerations including cough etiquette, hand hygiene and distancing measures.
- Require workers to self-monitor for possible symptoms (fever, cough) and to report to their supervisor if they have symptoms or are feeling unwell
- Prevent a worker from an affected area or who has been in contact with an infected person from entering the construction area/site for 14 days
- Preventing a sick worker from entering the construction area/site, referring them to local health facilities if necessary or requiring them to isolate at home for 14 days

Labour Force

- There is potential for local labour to participate in small civil works activities. Priority shall be set by Contractor(s) and sub-contractor(s) to hire local labour for works to the extent possible.
- Workers will be provided with an employment letters/contract providing details of employment terms and conditions.
- Maximum working hours, leave, salary and other payments will adhere to regulations as stipulated in the national labor legislature.
- The contractor will not engage in child labour or forced labour.
- A toolbox training prior to commencing any physical work and equal training opportunity will be available to all staff working in the project without discrimination
Strict labor supervision should be undertaken. There should be labor awareness programs to educate the laborers about their general behavior while at work as well as their own safety.
- A Code of Conduct shall be established to outline the importance of appropriate behavior, drug and alcohol abuse and compliance with local laws and regulations. Each employee shall be informed of the Code of Conduct and bound by it while in the employment of the Contractors. All workers will be required to sign the Code of Conduct.
- The Code of Conduct will be made available to local communities in local language and placed in an easily accessible place for communities.
- To ensure enforcement of these measures, relevant provisions will be included in the employment contracts of all workers and necessary documentary evidence will be shared with the PMU including proof of employment.

Sanitary Facilities for Workers

- If camp sites are to be provided, separate and adequate sanitation (toilets and washing areas) shall be provided for the use of male and female workers. Toilet facilities should be provided with adequate supplies for running water, soap and maintain hygiene of facilities on a regular basis to prevent spread of infectious disease. Facilities should be conveniently accessible.

- Separate sanitation facilities for men and women shall be provided, in an accessible location, and kept clean and in hygienic conditions.
- Latrines shall be under cover and partitioned off as to secure privacy and shall have a proper door and fastenings with adequate lighting.
- Where there are both men and women workers employed, each latrine or washroom must be lockable from inside and outside of each block. There must be a notice in local languages understood by workers “For
 - Men” and “For Women” as the case maybe.

Chance Found Archaeological Property

- The following actions will be taken if during the civil works if any Chance found archeological property.
 - All fossils, coins, articles of value of antiquity, structures and other remains or things of geological or archaeological interest discovered on the site shall be the property of the Government and shall be dealt with as per provisions of the relevant legislation.
 - The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing and damaging any such article or thing. He shall, immediately upon discovery thereof and before removal acquaint the Engineer of such discovery and carry out the instructions for dealing with the same, waiting which all work shall be stopped.
 - The Engineer shall seek direction from the Archaeological Department of Sri Lanka and inform the project EO to follow the Chance Find Procedures set forth.

Clearing/Closure of Construction Site/Labor Camps

- Contractor to prepare site restoration plans for approval by the engineer. The plan is to be implemented by the contractor prior to demobilization.
- On completion of the works, all temporary structures will be cleared away, all rubbish cleared, excreta or other disposal pits or trenches filled in and effectively sealed off and the site left clean and tidy, at the contractor’s expenses, to the entire satisfaction of the engineer.

Code of Conduct shall address following (but not limited to them):

- Reporting of work situations that are believed to be unsafe or unhealthy.
- Treating other people with respect, and not discriminating against specific groups such as women, people with disabilities, migrant workers or children.
- Illegal substances shall be prohibited.
- Creating nuisances and disturbances in or near communities shall be prohibited.
- Disrespecting local customs and traditions shall be prohibited.
- Requirement of completion of training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Gender Based Violence (GBV) / Sexual Exploitation&Abuse /Sexual Harassment (SEA/SH).
- Failure to comply with GBV prevention Code of Conduct will result in disciplinary action.

Compliance on Prevention of Gender Based Violence

- The following codes gave to be filled and signed by all individual workers and maintained by the contractor.

Following Code of Conduct to be signed by individual workers.

Individual Code of Conduct Implementing ESHS and OHS Standards Preventing Gender Based Violence

I, _____, acknowledge that adhering to environmental, social, health and safety (ESHS) standards, following the project's occupational health and safety (OHS) requirements, and preventing Gender Based Violence (GBV) is important. The Company considers that failure to follow ESHS and OHS standards, or to partake in activities constituting GBV—be it on the work site, the work site surroundings, at workers' camps, or the surrounding communities—constitute acts of gross misconduct and are therefore grounds for sanctions, penalties or potential termination of employment. Prosecution by the Police of those who commit GBV may be pursued if appropriate.

I agree that while working on the project I will:

1. Consent to Police background check.
2. Attend and actively partake in training courses related to ESHS, OHS, and GBV as requested by my employer.
3. Will wear my personal protective equipment (PPE) at all times when at the work site or engaged in project related activities.
4. Take all practical steps to implement the contractor's environmental and social management plan (C-ESMP).
5. Implement the OHS Management Plan.
6. Adhere to a zero-alcohol policy during work activities, and refrain from the use of narcotics or other substances which can impair faculties at all times.
7. Treat women, children (persons under the age of 18), and men with respect regardless of race, color, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status.
8. Not use language or behavior towards women, children or men that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate.
9. Not sexually exploit or abuse project beneficiaries and members of the surrounding communities.
10. Not engage in sexual harassment of work personnel and staff—for instance, making unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature is prohibited. E.g. looking somebody up and down; kissing, howling or smacking sounds; hanging around somebody; whistling and catcalls; in some instances, giving personal gifts.
11. Not engage in sexual favors—for instance, making promises of favorable treatment (e.g. promotion), threats of unfavorable treatment (e.g. loss of job) or payments in kind or in cash, dependent on sexual acts—or other forms of humiliating, degrading or exploitative behavior.
12. Not use prostitution in any form at any time.
13. Not participate in sexual contact or activity with children under the age of 18—including grooming, or contact through digital media. Mistaken belief regarding the age of a child is not a defense. Consent from the child is also not a defense or excuse.
14. Unless there is the full consent¹² by all parties involved, I will not have sexual interactions with members of the surrounding communities. This includes relationships involving the withholding or promise of actual provision of benefit (monetary or non-monetary) to community members in exchange for sex (including prostitution). Such sexual activity is considered “non-consensual” within the scope of this Code.
15. Consider reporting through the GRM or to my manager any suspected or actual GBV by a fellow worker, whether employed by my company or not, or any breaches of this Code of Conduct.

With regard to children under the age of 18:

16. Bring to the attention of my manager the presence of any children on the construction site or engaged in hazardous activities.
17. Wherever possible, ensure that another adult is present when working in the proximity of children.
18. Not invite unaccompanied children unrelated to my family into my home, unless they are at immediate risk of injury or in physical danger.

¹²**Consent** is defined as the informed choice underlying an individual's free and voluntary intention, acceptance or agreement to do something. No consent can be found when such acceptance or agreement is obtained using threats, force or other forms of coercion, abduction, fraud, deception, or misrepresentation. In accordance with the United Nations Convention on the Rights of the Child, the World Bank considers that consent cannot be given by children under the age of 18, even if national legislation of the country into which the Code of Conduct is introduced has a lower age. Mistaken belief regarding the age of the child and consent from the child is not a defense.

19. Not use any computers, mobile phones, video and digital cameras or any other medium to exploit or harass children or to access child pornography (see also “Use of children's images for work related purposes” below).
20. Refrain from physical punishment or discipline of children.
21. Refrain from hiring children for domestic or other labor below the minimum age of 14 unless national law specifies a higher age, or which places them at significant risk of injury.
22. Comply with all relevant local legislation, including labor laws in relation to child labor and World Bank’s safeguard policies on child labor and minimum age.

Use of children's images for work related purposes

When photographing or filming a child for work related purposes, I must:

23. Before photographing or filming a child, assess and endeavor to comply with local traditions or restrictions for reproducing personal images.
24. Before photographing or filming a child, obtain informed consent from the child and a parent or guardian of the child. As part of this I must explain how the photograph or film will be used.
25. Ensure photographs, films, videos and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner. Children should be adequately clothed and not in poses that could be seen as sexually suggestive.
26. Ensure images are honest representations of the context and the facts.
27. Ensure file labels do not reveal identifying information about a child when sending images electronically.

Sanctions

I understand that if I breach this Individual Code of Conduct, my employer will take disciplinary action which could include:

1. Informal warning.
2. Formal warning.
3. Additional Training.
4. Loss of up to one week’s salary.
5. Suspension of employment (without payment of salary), for a minimum period of 1 month up to a maximum of 6 months.
6. Termination of employment.
7. Report to the Police if warranted.

I understand that it is my responsibility to ensure that the environmental, social, health and safety standards are met. That I will adhere to the occupational health and safety management plan. That I will avoid actions or behaviors that could be construed as GBV. Any such actions will be a breach this Individual Code of Conduct. I do hereby acknowledge that I have read the foregoing Individual Code of Conduct, do agree to comply with the standards contained therein and understand my roles and responsibilities to prevent and respond to ESHS, OHS, GBV issues. I understand that any action inconsistent with this Individual Code of Conduct or failure to act mandated by this Individual Code of Conduct may result in disciplinary action and may affect my ongoing employment.

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Invitation for Bids (IFB)
SRI LANKA RAILWAYS
PROCUREMENT FOR THE REPLACING OF PLC CONTROLLED FLUSHING SYSTEM WITH
NEW TYPE IN TOILETS OF S12 DMUS - SRS/F. 7809

Loan No: IDA-63460

1. The Democratic Socialist Republic of Sri Lanka *has received a loan from the World Bank toward the cost of CERC project to improve sanitary facilities*, and it intends to apply part of the proceeds of this *loan* to payments under the Contract for **Replacing of PLC Controlled Flushing System with New Type in Toilets of S12 DMUs - SRS/F. 7809**
2. The Chairman, Project Procurement Committee on behalf of Sri Lanka Railways, Colombo will receive sealed bids from Local manufacturers/suppliers for the **Replacing of PLC Controlled Flushing System with New Type in Toilets of S12 DMUs** to Sri Lanka Railways.
3. Bidding will be conducted through National Competitive Bidding (NCB) procedure.
4. Interested eligible bidders may obtain further information and inspect the Bidding Documents at the address given below from 9.00am to 3.00pm and inspect the bidding document at the address given below on working days from **27/09/2022** until **18/10/2022** from 9.00am to 3.00pm in week days.
Deputy General Manager (Procurement),
Railway Procurement Sub Department,
Olcott Mawatha, Colombo 10, Sri Lanka.
Telephone Nos. : 94 (11) 2438078 or 94(11) 2436818
Fax No. : 94(11) 2432044
Email : dgmp@railways.gov.lk, pot1@railway.gov.lk
Website : www.railway.gov.lk
5. Qualifications requirements include: Bidders having experience in industrial automation works or manufacturing or supplying electronic products to railways or industry shall be applied. Additional details are provided in the Bidding Documents.
6. A complete set of Bidding Documents in English Language may be purchased by interested bidders on the submission of a written application to the address of the Deputy General Manager (Procurement), Railway Procurement Sub Department, Olcott Mawatha, Colombo 10, Sri Lanka from **27/09/2022** to **18/10/2022** up to **3.00 p.m.** on payment of a non-refundable procurement fee of **Rs. 1,000/-** only
7. All bids must be accompanied by a Bid security. Amount of Bid security shall be **Rs. 26,000/-** and shall be an unconditional guarantee issued by Bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka.
8. Pre Bid meeting shall be on **05/10/2022** at 10.30 am at Chief Mechanical Engineer's sub department, Rathmalana.
9. Bids must be delivered to the address below on or before **2.00pm** on **19/10/2022** and the bids will be opened immediately after closing of the bids. Bidders or their authorized representatives are requested to be present at the opening of the bids. Late bids will not be accepted.

The Chairman,
Project Procurement Committee,
Railway Procurement Sub Department,
Olcott Mawatha, Colombo 10.

Ref. No. SRS/F.7809

The Chairman,
Project Procurement Committee
Sri Lanka Railways

Invitation for Bids (IFB)

Note: Given below is a sample form that can be used in inviting bids for procuring of goods. All the information given is not relevant for each procurement. The Purchaser is required to select only the applicable information or modify such information to suit. The information marked as “” is required only for procurement funded by a foreign funding agency.*

[insert: name of Procuring Entity (if relevant name of Ministry)]

*[insert: name of Project] - [insert: loan / credit number]**

[insert: Title of Contract & Contract (Bid) Number]

- 1.* The Democratic Socialist Republic of Sri Lanka *[has received/has applied for/intends to apply for]* a *[loan/credit]* from the *[insert name of the foreign funding Agency]* toward the cost of *[insert name of Project]*, and it intends to apply part of the proceeds of this *[loan/credit]* to payments under the Contract for *[insert name/no. of Contract]**
2. The Chairman *[insert CAPC/MPC/DPC/PPC as appropriate]* on behalf of the *[insert name of Procuring Entity]* now invites sealed bids from eligible and qualified bidders for *[insert brief description of the Goods to be procured]*.
[A brief description of the type(s) of Goods should be provided, location of project, and other information necessary to enable potential bidders to decide whether or not to respond to the Invitation Bidders specific experience or capabilities require should also be included in this paragraph. The delivery period is [insert no. of days/months/years or dates also should be inserted].
4. Bidding will be conducted through *[insert the method of procurement]*
5. Interested eligible bidders may obtain further information from *[insert name of Procuring Entity; insert name and e-mail of officer in charge]* and inspect the Bidding Documents at the address given below *[state address at end of this ITB]* from *[insert office hours]*.⁶
6. Qualifications requirements include: *[insert a list of key technical, financial, legal and other requirements]*. A margin of preference for eligible locally produced goods offered *[insert “shall” or “shall not” be applied, as appropriate]*. Additional details are provided in the Bidding Documents.
7. A complete set of Bidding Documents in English language may be purchased by interested bidders on the submission of a written application to the address below *[state address at the end of this ITB]* and upon payment of a non refundable fee *[insert amount of currency in Rupees]* or in *[insert amount in specified convertible currency]*. The method of payment will be *[insert method of payment]*.
8. Bids must be delivered to the address below *[state address at the end of this ITB]* at or before *[insert time and date]*. Late bids will be rejected. Bids will be opened in the presence of the bidders’ representatives who choose to attend in person or on-line at the address below *[state address at end of this ITB]* at *[insert time and date]*. All bids must be accompanied by a *[insert as appropriate, either “Bid Security Declaration” or “Bid-Security,” of (insert amount in local currency or an equivalent amount in a freely convertible currency)]*
9. **The address(es) referred to above is(are): [insert detailed address(es) including Name of the Procuring Entity, designation, name of Officer, address, fax number etc.**

1. A brief description of the type(s) of Goods or Works should be provided, including quantities, location of Project, and other information necessary to enable potential bidders to decide whether or not to respond to the Invitation. Bidding Documents may require bidders to have specific experience or capabilities; such requirements should also be included in this paragraph.

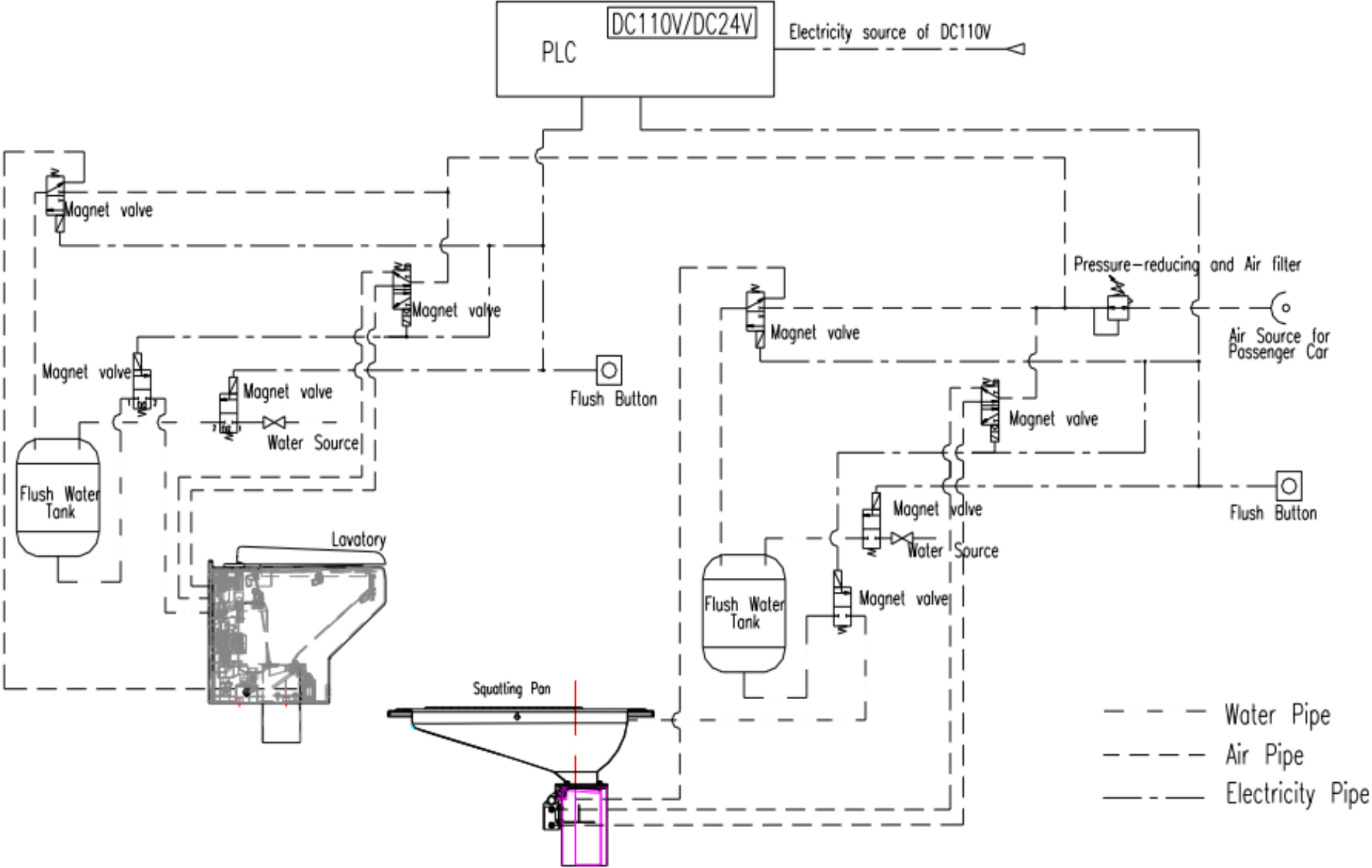
2. *[Insert: “the delivery/installation period is [insert no. of days/months/years or dates”].*

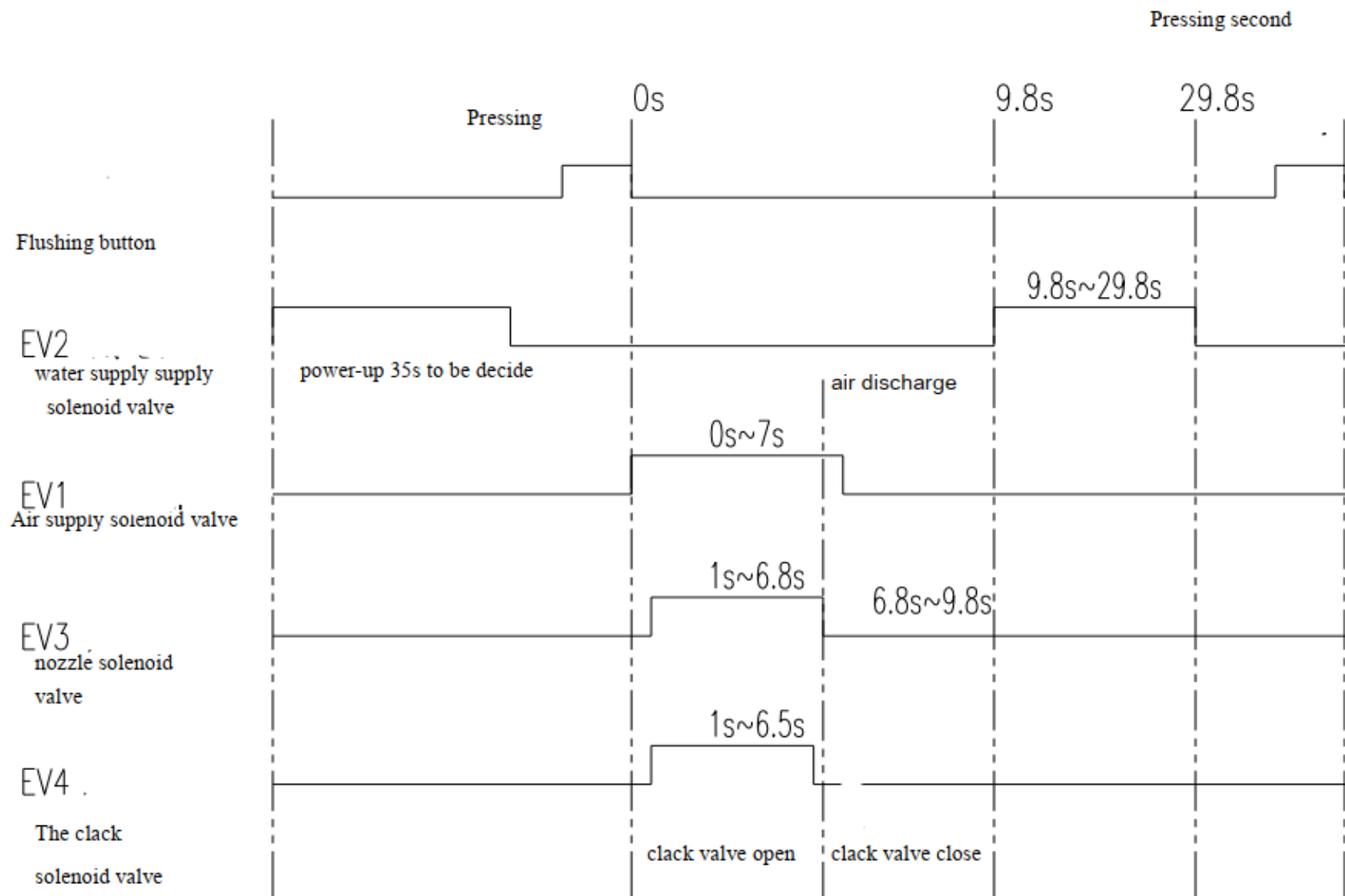
3. For example, 09.00AM to 5.00 PM.

4. The fee, should defray the printing and mailing/shipping costs); it should not deter competition.
5. The amount of Bid Security should be stated as a fixed amount or as a minimum percentage of the Bid Price. Alternatively, if a Bid Security or a Bid-Securing Declaration is not required (often the case in supply contracts), the paragraph should so state.
6. The office for Bid Opening may not necessarily be the same as that for inspection or issuance of documents or for Bid Submission. If they differ, each address must appear at the end of paragraph 7 and be numbered; as, for example, (1), (2), (3). The text in the paragraph would then refer to address (1), (2), etc. Only one office and its address may be specified for submission of bids, and this location should be as close as possible to the place where bids will be opened to shorten the time between Bid Submission and Bid Opening.

Information copy. Not for bidding.

Figure 1: Schematic Diagram of Sanitation System





➤ Figure 2: Action Sequence Diagram of Western Toilet

Figure 3: Action Sequence Diagram of Eastern Toilet

