



DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF TRANSPORT

SRI LANKA RAILWAY DEPARTMENT

**PROCUREMENT OF 450 NOS. PASSENGER BENCHES
FOR COLOMBO FORT AND MARADANA
RAILWAY STATIONS**

BIDDING DOCUMENTS ISSUED UP TO : 12.09.2022

CLOSING / OPENING OF BIDS : 13.09.2022

DOCUMENT NUMBER: ISSUED TO:

M/s.

ADDRESS:

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AMOUNT COLLECTED: Rs. 5,500/- RECEIPT No.....

OF.....

DATE:

.....

SIGNATURE OF ISSUING OFFICER

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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.

(d) “ES” means environmental and social (including Sexual Exploitation, and Abuse (SEA) and Sexual Harassment (SH));

(e) “Sexual Exploitation and Abuse” “(SEA)” means the following:

“Sexual Exploitation” is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

“Sexual Abuse” is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

(f) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel;

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

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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.npaa3v.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

9. Cost of Bidding

Preparation of Bids

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

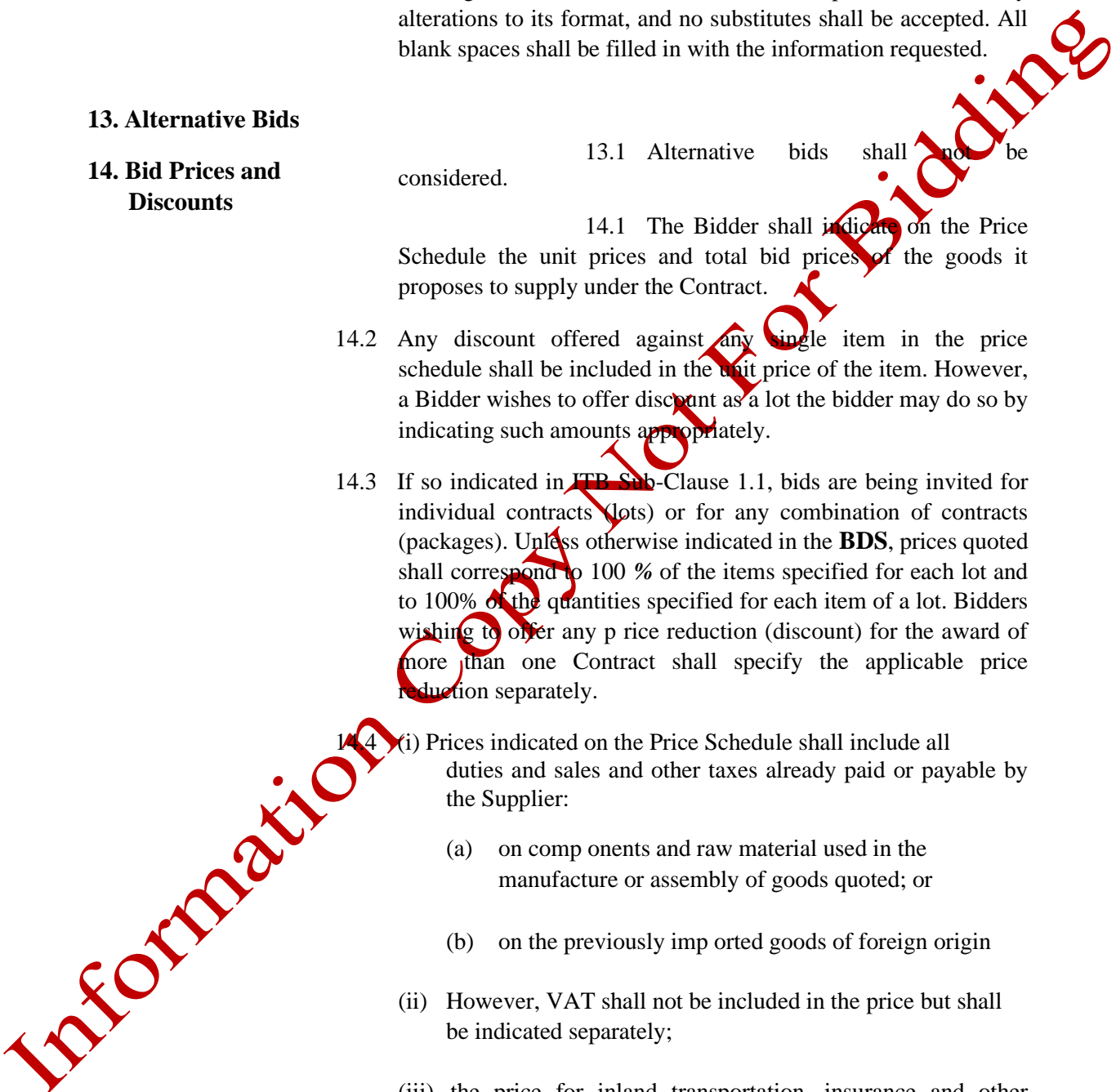
(b) on the previously imported goods of foreign origin

(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.

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**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

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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 BD S.
- 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 on 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 agreeing 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.

22. Submission, Sealing and Marking of Bids

Submission and Opening of Bids

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

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

22.2 The inner and outer envelopes shall:

(a) Bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;

(c) bear the specific identification of this bidding process as indicated in the BDS; and

(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 261.

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

23. Deadline for Submission of Bids

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

23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

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

25. Withdrawal, and Modification of Bids

25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of

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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

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- (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

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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 12.2;

(c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.

32. Examination of Terms and Conditions; Technical Evaluation

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

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

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

33. Conversion to Single Currency

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

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Section I Instructions to Bidders

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

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with ITB Clause 35.

37. Postqualification of the Bidder

37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

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

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.

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Section I Instructions to Bidders

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.

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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 Sri Lanka Railways |
| ITB 1.1 | The name and identification number of this procurement are Procurement of 450 Nos. of Passenger Benches to be used at Colombo Fort and Maradana Railway Stations IFB No. SRS/F. 7824 |
| ITB 2.1 | The source of funding is: The International Development Association (hereinafter called "the Bank"). 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. |
| ITB 3.2 | Replace ITB 3.2 with the following: 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. In pursuance of this policy, the Bank: (a) defines, for the purposes of this provision, the terms set forth below as follows: |

| | |
|--|---|
| | <p>(i) “corrupt practice” 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” 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” 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” 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 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> |
|--|---|

| | |
|--------------|--|
| | <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.</p> |
| ITB 4 | <p>Add the following to ITB 4:</p> <p>4.5 A Bidder, and all parties constituting the Bidder, may have the nationality of any country subject to the restrictions specified in Section IX, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.</p> <p>4.6 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>4.7 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>4.8 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>4.9 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.</p> |

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| ITB 4.4 | Foreign bidders <i>are not allowed to participate in bidding.</i> |
| B. Contents of Bidding Documents | |
| ITB 5 | <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 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 |
| 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: Attention: Eng. H.M.K.W. Bandara Address: Chief Engineer (Way & Works), CEW’s Office, No. 01, D.R.Wijewardane Mawatha, Colombo 10. Telephone: 0112 693 725 Facsimile number: 0112 693 725 Electronic mail address: wickeybandara@yahoo.com</p> <p>A prospective Bidder requiring any clarification of the Bidding Document may notify the Purchaser in writing, by Fax or e-mail at the Purchaser’s address given above.</p> |
| C. Preparation of Bids | |
| ITB 11.1 (e) | <p>The Bidder shall submit the following additional documents:</p> <p>(i) written confirmation authorizing the signatory of the Bid to</p> |

| | |
|---------------------|---|
| | <p>commit the Bidder, in accordance with ITB Clause 21;</p> <p>(ii) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;</p> <p>(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</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 15.1 | The bidder shall quote the local expenditure in Sri Lankan Rupees. |
| 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 18.1 (b) | After sales service is <i>required</i> . |
| ITB 19.1 | The bid shall be valid until: 119 days |
| 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 Sri Lankan Rupees 283,500.00</p> <p><i>The validity period of the bid security shall be until 147 days from the closing date of the Bid.</i></p> |
| | |

| D. Submission and Opening of Bids | |
|---|--|
| ITB 22.2 (c) | <p>The inner and outer envelopes shall bear the following identification marks: IFB No. - SRS/F. 7824</p> <p>(a) Bear the name and address of the Bidder (b) Be addressed as indicated in Clause 23.1 of ITB. (c) Bear the specific identification of this bidding process as indicated in ITB 1.1 of BDS. (d) Make on both envelopes "Do not open before 2.00 pm on 13.09.2022. (Bid opening date)</p> |
| ITB 23.1 | <p>For bid submission purposes, the Purchaser's address is: Attention: The Chairman, Address: Department Procurement Committee, Railway Stores Sub Department, P.O. Box. 1347, Olcott Mawatha, Colombo 10.</p> <p>The deadline for the submission of bids is: Date: 13.09.2022. Time: 1400 hrs</p> |
| ITB 26.1 | <p>The bid opening shall take place at: Address: Deputy General Manger (Procurement), Railway Stores Sub Department, P.O. Box. 1347, Olcott Mawatha, Colombo 10.</p> <p>Date: 13.09.2022. Time: 1400 hrs</p> |
| E. Evaluation and Comparison of Bids | |
| ITB 34.1 | Domestic preference <i>shall not</i> be a bid evaluation factor. |
| ITB 35.5 | Not Applicable. |
| ITB 41 | <p>Add the following to ITB 41: 41.4 The Purchaser shall publish in the national newspapers the results</p> |

| | |
|--|---|
| | <p>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> |
|--|---|

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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.

Post qualification Requirements (ITB 37.2)

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

(a) **Financial Capability**

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

The Bidder shall submit Audited Annual Turnover or any other valid documents for the last five years and the net worth shall be positive.

(b) **Experience and Technical Capacity**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s).

The Bidder shall submit documentary evidence to prove that the Bidder has manufactured and supplied at least 300 Nos. of passenger benches or similar products within the last five years. The value of such supply should not be less than Sri Lankan Rupees 10 million.

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Section IV. Bidding Forms

Table of Forms

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

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Bid Submission Form

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

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

To: General Manager Railways, General Manager's Office, P.O. Box 355, Sri Lanka Railways, Colombo 10.

We, the undersigned, declare that:

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

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services

Manufacturing, Installation, Painting and supplying of 450 Nos. of Passenger Benches for Colombo Fort and Maradana Railway Stations

(c) The total price of our Bid without VAT, including any discounts offered is: *[insert the total bid price in words and figures]*;

(d) The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures]*;

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;

(g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;

(h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared 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.

(m) Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH): *[select the appropriate option from (i) to (v) below and delete the others].*

We *[where JV, insert: “including any of our JV members”]*, and any of our subcontractors:

- i. *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- ii. *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- iii. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]*
- iv. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]*
- v. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]*

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]*

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PRICE SCHEDULE

Currencies in accordance with ITB Sub Clause 15

| 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 4 | 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) | | 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 | |
| LOT A | | | | | | | | | | | currency | Amount | Currency | Amount | Sri Lanka Rupees (LKR) | LKR |
| 1 | Manufacturing, Installation, Painting and Supplying of Passenger Benches to Colombo Fort and Maradana Railway Stations | 450 Nos. | Sri Lanka | | | | | | | | | | | | | |
| Total | | | | | | | | | | | | | | | | |

Date:

Bidder's Signature:.....

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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 Railways, General Manager's Office, Sri Lanka Railways, P.O. Box 355, 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)]

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 [insert Bidder's legal name] |
| 2. In case of JV, legal name of each party: [insert legal name of each party in JV] |
| 3. Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration] |
| 4. Bidder's Year of Registration: [insert Bidder's year of registration] |
| 5. Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration] |
| 6. Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address] |
| 7. Attached are copies of original documents of: [check the box(es) of the attached original documents] <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. |

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.

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

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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

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1. List of Goods and Delivery Schedule

| Line Item N° | Description of Goods | Quantity | unit | Final (Project Site) Destination as specified in BDS | Delivery Date | | |
|-------------------------|---|---|---------------------------------------|--|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | Bidder's offered Delivery date [to be provided by the bidder] |
| <i>[insert item No]</i> | <i>[insert description of Goods]</i> | <i>[insert quantity of item to be supplied]</i> | <i>[insert unit for the quantity]</i> | <i>[insert place of Delivery]</i> | <i>[insert the number of days following the date of effectiveness the Contract]</i> | <i>[insert the number of days following the date of effectiveness the Contract]</i> | <i>[insert the number of days following the date of effectiveness the Contract]</i> |
| 1 | Manufacturing, installation, spray painted and supply of passenger benches to Colombo Fort Railway Station as per the Drawing No. 22783 | 300 | Nos. | Colombo Fort Railway Station | 60 Days | 150 Days | |
| 2 | Manufacturing, installation, spray painted and supply of passenger benches to Maradana Railway Station as per the Drawing No. 22783 | 150 | Nos. | Maradana Railway Station | 60 Days | 150 days | |

Date:

Bidder's Signature:

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TECHNICAL SPECIFICATIONS

| (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 |
| 1. | Manufacturing, installation, spray painted and supply of passenger benches to Colombo Fort Railway Station as per the Drawing No. 22783 | (1.1) 40mm X 10 mm Flat Iron, 15mm dia. Steel rod, | Spray painted with two coatings (Marine Metal Primer and Zinc Phosphate Matt Black) | 1 | | |
| | | (1.2) 45mm X 25mm Teak Timber Planks | Water Base Wood Care for all timber | 1 | | |
| 2. | Manufacturing, installation, spray painted and supply of passenger benches to Maradana Railway Station as per the Drawing No. 22783 | (2.1) 40mm X 10 mm Flat Iron, 15mm dia. Steel rod, | Spray painted with two coatings (Marine Metal Primer and Zinc Phosphate Matt Black) | 1 | | |
| | | (2.2) 45mm X 25mm Teak Timber Planks | Water Base Wood Care for all timber | 1 | | |

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4. Drawings

These Bidding Documents includes *the following* drawing.

| List of Drawings | | |
|-------------------------|-------------------------------------|---|
| Drawing Nr. | Drawing Name | Purpose |
| 22783 | Proposed Bench for Station Platform | Improvement of passenger facilities at stations |

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1. Inspections and Tests

The following inspections and tests shall be performed:

The inspections and tests shall be conducted for every 75 benches.

The Inspections and tests shall be conducted at the premises of the supplier, at point of delivery and / or at the Goods final destination. If conducted at the premises of the supplier, all reasonable facilities and assistance, including access to drawing and production data, shall be furnished to the inspectors at no charge to the purchaser.

Should any inspected or tested Goods fail to confirm to the specification, the Purchaser may reject the Goods, and the supplier shall either replace the rejected Goods or make alteration, necessary to meet specification requirements free of cost to the Purchaser.

The Purchaser's right to inspect, test and where necessary, reject the Goods after arrival of the Goods to the respective station premises shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or his representative prior to the Goods were transported from the manufacture's Yard.

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Section VI Conditions of Contract

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Section VI. Conditions of Contract

1. Definitions

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

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

Section VII. General Conditions of Contract

(k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(l) "The Project Site," where applicable, means the place named in the 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.

Section VII. General Conditions of Contract

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 traveling and board and lodging expenses.

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- 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

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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

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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

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Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

34. Termination

34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

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

34.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the

Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment

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

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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.

| | |
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| CC 1.1(i) | The Purchaser is Sri Lanka Railways. |
| CC 1.1 (m) | The Final Destination(s) are Colombo Fort Railway Station and Maradana Railway Station |
| CC 1.1 | <p>Add the following definition:</p> <p>“Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</p> |
| CC 3 | <p>Replace CC 3 with the following:</p> <p>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.</p> <p>(a) For the purposes of this Sub-Clause:</p> <p>(i) “corrupt practice” 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” 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” 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” 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 Nonwaiver</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> |
| | <p>(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.</p> |

Section IX Contract Forms

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| <p>CC 7</p> | <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> |
| <p>CC 8.1</p> | <p>For notices, the Purchaser's address shall be:</p> <p>Attention: Eng. H.M.K.W. Bandara</p> <p>Address: Chief Engineer's (Way & Works) Office, No. 01, D.R. Wijewardane Mawatha, Colombo 10</p> <p>Telephone: 0112 693 725</p> <p>Facsimile number: 0112 693 725</p> <p>Electronic mail address: wickeybandara@yahoo.com</p> |
| <p>CC 12.1</p> | <p>Details of Documents to be furnished by the Supplier are</p> <ol style="list-style-type: none"> 1. Goods shall be supplied in one consignment within five (05) months from the date of effectiveness of the Contract or in lot basis of 75 passenger benches in every two weeks after a lap of 60 days from the date of effectiveness of the Contract. 2. Manually signed invoices in triplicate showing the value of the supply. 3. Certificate of Inspection issued by the Inspector nominated by the purchaser in triplicate. 4. A certificate from the relevant Station Master showing that Passenger Benches were accepted correctly. |
| <p>CC 15.1</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>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 contracted Services have been performed.</p> <p>(i) On Delivery: Up to a maximum of Eighty (80) percent of the</p> |

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| | <p>Contract Price, shall be paid on receipt of the Goods and upon submission of the documents specified in CC Clause 12.</p> <p>(ii) On Acceptance: The remaining twenty (20) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p> |
| CC 17.1 | A Performance Security shall be required: |
| 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> <ul style="list-style-type: none"> (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract; (b) now or hereafter enters the public domain through no fault of that party; (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. |
| CC 25.1 | The inspections and tests shall be conducted for every 75 benches. |
| CC 25.2 | <p>The Inspections and tests shall be conducted at the premises of the supplier, at point of delivery and / or at the Goods final destination. If conducted at the premises of the supplier, all reasonable facilities and assistance, including access to drawing and production data, shall be furnished to the inspectors at no charge to the purchaser.</p> <p>Should any inspected or tested Goods fail to confirm to the specification, the Purchaser may reject the Goods, and the supplier shall either replace the rejected Goods or make alteration, necessary to meet specification requirements free of cost to the Purchaser</p> <p>The Purchaser's right to inspect, test and where necessary, reject the Goods after arrival of the Goods to the respective station premises shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or his representative prior to the Goods were transported from the manufacture's Yard.</p> |

Section IX Contract Forms

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| <p>CC 25.9</p> | <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> |
| <p>CC 26.1</p> | <p>The liquidated damage shall be Rs. 132,300.00 per week</p> |
| <p>CC 26.1</p> | <p>The maximum amount of liquidated damages shall be 10% of the Initial Contract Price.</p> |
| <p>CC 27.3</p> | <p>The Supplier will be required to guarantee for a period of twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destinations. Final destinations will be either Colombo Fort Railway Station or Maradana Railway Station.</p> |
| <p>CC 27.5</p> | <p>The Supplier will, accordingly, be required to replace within a period of two (02) weeks, free of cost including labour costs for removal and replacing the goods or any parts of same and also compensate any damages to movable or immovable property, infrastructure and injuries to personnel which fails during the guarantee period owing to faulty design, inferior material or bad workmanship.</p> |
| <p>CC 36</p> | <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> |

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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) *General Manager, Sri Lanka Railway Department, a government department and having its principal place of business at Olcott Mawatha, Colombo 10 (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., Manufacturing, installation, spray painted and supply of 450 Nos. of passenger benches to Colombo Fort and Maradana railway stations as per the Drawing No. 22783 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.

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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 *General Manager* 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]*

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2. Performance Security

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

Beneficiary: Sri Lanka Railway Department, 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 , 2022 [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

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: *Sri Lanka Railway Department, 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) in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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

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

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

Invitation for Bids (IFB)**MINISTRY OF TRANSPORT****SRI LANKA RAILWAY DEPARTMENT****CLIMATE SMART IRRIGATED AGRICULTURE PROJECT – IDA – 63460****MANUFACTURING, INSTALLATION, SPRAY PAINTED AND SUPPLY OF
450 NOS. OF PASSENGER BENCHES TO COLOMBO FORT AND MARADANA
RAILWAY STATIONS AS PER THE DRAWING NO. 22783**

1. The Democratic Socialist Republic of Sri Lanka *has received a loan* from the World Bank toward the cost of *Climate Smart Irrigated Agriculture Project*, and it intends to apply part of the proceeds of this *loan* to payments under the Contract for **manufacturing, installation, spray painted and supply of 450 Nos. of passenger benches to Colombo Fort and Maradana Railway Stations as per the Drawing No. 22783.**
2. The Chairman, PPC on behalf of the *Sri Lanka Railway Department* now invites sealed bids from eligible and qualified bidders for manufacturing, installation, spray painted and supply of 300 Nos. of passenger benches to Colombo Fort Railway Station and 150 Nos. of passenger benches to Maradana Railway Station as per the Drawing No. 22783.

The delivery period is 5 months.

4. Bidding will be conducted through **National Competitive Bidding.**
5. Interested eligible bidders may obtain further information from **the Chief Engineer (Way & Works), Chief Engineer (Way & Works) Office, Sri Lanka Railway department, No. 01, D.R. Wijewardana Mawatha, Colombo 10** and inspect the Bidding Documents at the address given below.

The Deputy General Manager (Procurement),

Procurement Sub Department, Sri Lanka Railways, Colombo 10.

from 09.00 hrs to 15.00 hrs.

6. Qualification requirements include:

To be eligible for Contract award the successful Bidder shall not have been blacklisted and shall meet the following requirement.

1. **The Bidder should have a valid business registration certificate.**
2. **The Bidder should have manufactured at least 300 Nos. of Passenger Benches or similar production during the last 5 years.**

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.

The Deputy General Manager (Procurement),

Procurement Sub Department, Sri Lanka Railways, Colombo 10.

and upon payment of a nonrefundable fee **Rs. 5,500.00** (Sri Lankan Rupees Five Thousand Five Hundred). Only cash payment will be accepted.

8. Bids must be delivered to the address below on or before **14.00 hrs on 13.09.2022**. 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.

Deputy General Manger (Procurement),

Procurement Sub Department,

P.O. Box. 1347,

Olcott Mawatha,

Colombo 10.

All bids must be accompanied by a "Bid-Security," of **Sri Lankan Rupees Two Hundred and Eighty-Three Thousand (Rs. 283,000.00)**. The Bid Security shall be valid up to 05.02.2023.

**The Chairman,
Project Procurement Committee,
Sri Lanka Railways,
Colombo 10**

Ref. SRS/F.7824

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