

## ABBREVIATIONS

BS	-	British Standard
BS EN	-	British – European Standard
DPC	-	Department Procurement Committee
CFR	-	Cost and Freight
Cl	-	Clause
FOB	-	Free on Board
GCC	-	General Conditions of Contract
ISO	-	The International Organization for Standardization
ITB	-	Instructions To Bidders
Kgf	-	Kilogramme force
mm	-	Millimetres
RSS	-	Railway Stores Specification
SCC	-	Special Conditions of Contract
SLR	-	Sri Lanka Railways

## DEFINITIONS

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

1. 'The Contract' means the agreement entered into by and between the Purchaser and the Supplier, including all attachments and Appendices thereto and all documents incorporated by reference therein.
2. 'The Contract Price' means the price payable to the supplier under the Contract for the full and proper performance of its contractual obligations.
3. 'The Goods' means the materials, which the suppliers are required to supply to the purchaser under the contract.
4. 'The Service' means those services ancillary to the supply of the goods, such as transportation and insurance and any other incidental service, and other such obligations of the supplier covered under the Contract.
5. 'The Purchaser' means the General Manager Railways of the Democratic Socialist Republic of Sri Lanka.
6. 'The Supplier' means the individual or firm who supply the goods.
7. 'Day' means calendar day.
8. 'Month' means calendar month.

**PROCUREMENT NOTICE****SRI LANKA RAILWAYS****PROCUREMENT OF 200,000 NOS. GALVANIZED ELASTIC RAIL CLIPS TO  
SRI LANKA RAILWAYS – PROCUREMENT NO - SRS/F.7826**

01. The Chairman, Department Procurement Committee (Major), Sri Lanka Railways, Railway Headquarters, Olcott Mawatha, Colombo 10, Sri Lanka will receive sealed Bids from Foreign/Local manufacturers/suppliers for the supply of 200,000 Nos. Galvanized Elastic Rail Clips for re-railing and re-sleeping of the Permanent Way. Bidders may submit their bids directly or through an accredited agent registered in Sri Lanka and empowered by them with Power of Attorney.
02. Bids will be closed at **2.00** p.m. (Sri Lanka time) on **09.11.2022**
03. Bids should be submitted only on the forms obtainable from the Office of the Deputy General Manager (procurement), Olcott Mawatha, Colombo 10, Sri Lanka up to **3.00 p.m.** (Sri Lanka time) on **08.11.2022** on payment of a non-refundable document fee of Sri Lanka Rs **15,500.00** or an equivalent sum in a freely convertible currency.
04. The bidders shall furnish a bid security amounting **Rs 700,000.00** Sri Lankan Rupees Seven Hundred Thousand only or an equivalent amount in freely convertible currency as part of their bid.
05. Bids will be opened immediately after the closing at the Office of the Deputy General Manager (procurement), Olcott Mawatha, Colombo 10, Sri Lanka. Bidders or their authorized representatives are requested to be present at the opening of bids.
06. Sealed bids may be dispatched either by registered post or hand delivered to:  

The Chairman,  
Department Procurement Committee (Major),  
Sri Lanka Railways,  
Office of the Procurement Sub Department,  
P.O. Box. 1347,  
Olcott Mawatha,  
Colombo 10.
07. Bidding documents may be inspected free of charge at the Office of the Deputy General Manager (procurement), Olcott Mawatha, Colombo 10, Sri Lanka and for further details, please contact:

Deputy General Manager (procurement),,  
Office of the Procurement Sub Department,  
P. O. Box 1347,  
Olcott Mawatha,  
Colombo 10, Sri Lanka.

Telephone Nos.94 (11)2438078 or 94 (11)2436818  
Fax No. 94(11)2432044

**Ref: SRS/F.7826**

Chairman  
Department Procurement Committee (Major),  
Sri Lanka Railways

**INSTRUCTIONS TO BIDDERS (ITB)**

**(A) GENERAL**

1. The Department Procurement Committee (Major), Sri Lanka Railways, Railway Headquarters, Olcott Mawatha, Colombo 10, Sri Lanka will receive sealed Bids from manufacturers/suppliers for the supply of 200,000 Nos. Elastic Rail Clips. Bidders may submit their bids directly or through an accredited agent registered in Sri Lanka and empowered by them with Power of Attorney.

Bids should be submitted on the form obtainable from the Office of Office of the Deputy General Manager (procurement), Olcott Mawatha, Colombo 10. Sri Lanka or from the Sri Lanka Missions abroad specified in Appendix 'D' to this document, until 08.11.2022 at 3.00 p.m. (Sri Lanka time) on payment of Sri Lanka Rupees Fifteen Thousand Five Hundred **(15,500.00)** only or an equivalent sum in a freely convertible currency as a non-refundable document fee.

2. Bids sealed in accordance with Clause 18 of this ITB shall be addressed to the following address should reached before the closing time of bids. Bids may be sent by registered post or hand delivered to the following address: -

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

3. Bids shall be closed at 2.00 p.m. (Sri Lanka Time) on 09.11.2022 at the Office of the Deputy General Manager (procurement) and shall be opened immediately after closing of bids. All the bidders or their authorized representatives are hereby requested to participate at bid opening.

**4. SCOPE OF SUPPLY**

This procurement of 200,000 Nos. Elastic Rail Clips for re-railing and re-sleepering as per Railway Stores Specification given in this bidding document.

**5. ELIGIBLE BIDDERS**

5.1. The manufacture of Elastic Rail Clips shall be undertaken by firms certified to ISO 9001:2008 acceptable to the Purchaser. The Quality Management Certificate is not acceptable if the period of validity mentioned therein has ceased before the bid validity date of the Bid.

5.2. Overseas manufacturers shall submit copies of certificates of performance issued by user Organizations for the supply of minimum bulk quantity of 1,000,000 Nos. Elastic Rail Clips and 200,000 Nos. Galvanized Elastic Rail Clips on an International Competitive Procurement Basis or the Local Railways within the last five (05) years.

5.3. Local manufactures shall submit all the Test Certificates compliance with the Railway Stores Specifications No. 508 and the copies of certificates of performance issued by Sri Lanka Railways for testing capacity.

Bidding documents shall not be issued to persons whose name is in the list of Government Defaulting Contractors, individually or jointly with any other person.

## **6. ELIGIBLE GOODS**

Material, manufacture and test requirements for the production of Elastic Rail Clips shall comply with BSS or ISO standards. The use of equivalent International Standards to those quoted in RSS is permissible, subject to submission of supporting document acceptable to Sri Lanka Railways.

## **7. ONE BID PER PROCUREMENT**

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

## **8. COST OF BIDDING**

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

### **(B) BIDDING DOCUMENTS**

## **9. CONTENTS OF BIDDING DOCUMENTS**

The bidding documents are those stated below:

1. Abbreviations and Definitions
2. Invitation for Bids – Procurement Notice.
3. Instructions to Bidders (ITB)
4. Part I - General Conditions of Contract (GCC)
5. Part II - Special Conditions of Contract (SCC)
6. Form of Bid
7. Railway Stores Specification (RSS)
8. Price Schedule.
9. Form of Bid Security.
10. Form of Performance Security.
11. Form of Contract Agreement
12. List of Sri Lanka Missions Abroad
13. Drawing

## **10. CLARIFICATION OF BID DOCUMENTS**

A prospective bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by Fax at the Purchaser's address, and the Purchaser will respond to any request for clarification which he received earlier than twenty-one (21) days prior to the deadline for submission of bids. Copies of the Purchaser's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

## **11. AMENDMENT TO BID DOCUMENTS**

- 11.1. The purchaser may for any reason, at his own initiative, amend the bid documents with the approval of Chairman, DPC at any time if required up to two (02) weeks prior to the deadline for the submission of bids.
- 11.2. Any amendments will be notified in writing or by Fax to all prospective Bidders to the addresses given by the Bidders at the time of purchasing documents, who have purchased the Bid documents and will become part of Bid documents.

- 11.3. Bidders are required to acknowledge receipt of any such amendment. It will be assumed that the information contained therein has been received by the bidders and taken into account in his Bid.
- 11.4. In order to afford prospective Bidders reasonable time, to take the amendment into account in preparing their Bid, the purchaser may, with the approval of DPC, extend the deadline for the submission of Bids.

In case an amendment is dispatched giving less than two (02) weeks from the date of closing of Bid, the DPC of the Sri Lanka Railways at its discretion, extend the closing date of the Bid to comply with clause 11.1.

**(C) PREPARATION OF BIDS**

**12. LANGUAGE OF BIDS**

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

**13. DOCUMENTS AND SAMPLES COMPRISING THE BID**

13.1. Documents to accompany the Bid -

- a) All bids should contain adequate particulars in respect of the items offered. Failure to furnish the following documents before closing of the bid may result in the Bid being rejected.

Submit the following documents arranged in the given order: -

1. Official Bidding Document, as per Cl.- 1 paragraph 2 of this ITB
  - a) Schedule of Price – Duly completed and signed
  - b) Form of Bid - Duly completed and signed
2. Bid Security, as per Cl.-15 of this ITB.
3. Legally executed Power of Attorney (where applicable) as per Cl.-33 of this ITB.
4. Certificate of Registration with the Registrar of Contracts (where applicable) as per Cl.-34 of this ITB.
5. Quality Management System Standard Certificate for the manufacture of rail clips as per. Cl.- 5.1 of this ITB.
6. Certificate of performance supplying similar goods, as per Cl.- 5.2 and 5.3 of the ITB.
7. Supplier's delivery period as per Cl.-3.1 of SCC.
8. Period of Supplier's Warranty and Statement as per Cl. – 4.1 of SCC
9. Supplier's Specification as per Cl. - 2. (ii) of RSS
10. Supplier's Drawing and Design Quality Standard as per Clause - 2.(iii) of RSS
11. Chemical Composition Test Certificate, as per Cl. - 4 of RSS.
12. Bar diameter tolerance, Surface finish, Decarburisation, Grain size quality records as per Cl. -5. (i) of RSS.

13. Hardness Test Certificate as per Cl.5. (ii) of RSS. & Cl.6. (ii) b of RSS.
  14. Toe Load Test Certificate, as per Cl. - 6. (ii) (d) of RSS.
  15. Longitudinal Rail Resistant Test certificate, as per Cl. - 6. (ii). e of RSS.
  16. Fatigue Conformity certificate, as per Cl. - 6. (ii). f of RSS.
  17. Brochures, Catalogues etc.
  18. Any other applicable document such as Technical Support provided by the Supplier.
- b) All pages of the Bidding Document submitted should be numbered, and indicate the page numbers appropriately in the Form of Bid.
  - c) The Bid shall contain no interlineations, erasures or over-writing except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the Bid.
  - d) The Bid prices/rates shall be in words as well as in figures, and if there is a discrepancy between those, the amounts written in words shall be taken as correct.
- 13.2. Samples to accompany the Bid -

Submit five Elastic Clips samples and statement as per Cl-2. (i) of RSS. Bids shall not be accepted if samples are not submitted along with the bids.

#### **14. CURRENCIES OF BID**

Bidder shall quote the currency in which the payment is required.

#### **15. BID SECURITY**

- 15.1. The bidder shall furnish, as part of his bid, a bid security of **Rs.700,000.00** (Sri Lanka Rupees Seven Hundred Thousand) only or equivalent amount in freely convertible currency.
- 15.2. The bid security shall be in the form of Bank Guarantee from a registered Bank operating in Sri Lanka acceptable to the Purchaser.
- 15.3. The format of the Bid Security shall be in accordance with the form of Bid Security included in Appendix "A".
- 15.4. Bid Security shall be valid for a period of 150 (One Hundred and fifty) days from the date fixed for closing of Bids.
- 15.5. The Bid Security of a joint venture must be in the name of the joint venture submitting the bid.
- 15.6. Any Bid not accompanied by an acceptable bid security, will be rejected as non-responsive.
- 15.7. The Bid Security may be forfeited.
  - a) If a bidder withdraws his bid during the period of Bid Validity specified by the bidder on the bid form or,

- b) In the case of successful bidder, if the bidder fails.
- (i) To sign the contract in accordance with Clause 31 of this ITB or
  - (ii) To furnish the performance security in accordance with Clause 06 of GCC.

15.8. The Bid Securities of unsuccessful bidders will be returned as promptly as possible.

15.9. The Bid Securities of successful bidders will be returned when the bidder has signed the Contract Agreement and on submission of the Performance Bond pursuant to ITB Clause 31 and GCC Clause 06 respectively.

## **16. PERIOD OF BID VALIDITY**

Bids shall remain valid for a period of one hundred and twenty (120) days from the date of opening of bids. Bid valid for a shorter period may result in the Bid being rejected.

## **17. FORMAT AND SIGNING OF BIDS**

The bidder shall prepare one original set of the documents comprising the bid as described in Clause 13 of ITB and clearly marked "ORIGINAL". In addition, the bidder shall submit a further copy of the bid clearly marked "COPY". In the event of discrepancy between them, the original shall prevail valid. All bids are to be completed and returned to the purchaser in accordance with instructions and conditions attached hereto.

## **18. SEALING & MARKING OF BIDS**

18.1. The bidder shall seal the original and the copy of the bid in two separate envelopes, duly marked as "ORIGINAL" and "COPY". Envelopes containing both original and the copy shall be sealed in one outer envelope.

18.2. The inner and outer envelopes shall –

- a) be addressed to the Chairman, Department Procurement Committee (Major) as described in Clause 2 of this ITB
- b) bear the name of the contract as defined in the Bidding documents and other particulars.

In addition to the identification required in Cl. 18.2. (b) of this ITB the inner envelopes shall indicate the name and address of the Bidders to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 20 of this ITB.

If the outer envelope is not sealed and not marked as above, the purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

## **19. DEADLINE FOR SUBMISSION OF BIDS**

Bids must be received by the Chairman of the Department Procurement Committee (Major) at the address specified in Cl. 2 of ITB not later than the time and date stipulated in Cl. 3 of this ITB.

The Purchaser may, in exceptional circumstances and at his discretion, with the approval of the Department Procurement Committee (Major), extend the deadline for submission of bids by issuing an addendum, in which case all

rights and obligations of the Purchaser and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

## **20. LATE BIDS**

Any bid received after the deadline for submission of bids, for any reason, will be returned unopened to the bidder.

## **21. MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS**

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

The bidder's modifications, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of Clause 18, with the outer and inner envelopes additionally marked 'MODIFICATION', 'WITHDRAWAL' or 'SUBSTITUTION' as appropriate. No bid may be modified by the bidder after the deadline for submission of bids.

### **(D) BID OPENING AND EVALUATION.**

## **22. OPENING OF BIDS**

The Bid Opening Committee will open the bids, including withdrawals; substitutions and modifications, in the presence of Bidders' designated representatives who chose to attend. The bidders' representatives who are present shall sign a register evidencing their attendance. Envelopes marked 'WITHDRAWAL' and 'SUBSTITUTION' shall be opened first, and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.

The bidders' name, the bid prices, including any alternative Bid Price or deviation, any discounts, bid modifications and withdrawals, the presence (or absence) of bid security, and such other details as the Purchaser may consider appropriate, will be read-out by the Purchaser at the opening. Subsequently, all envelopes marked 'MODIFICATION' shall be opened and the submission therein read out in appropriate detail. No Bid shall be rejected at bid opening except for late bids.

## **23. CLARIFICATION OF BIDS (at the Bid evaluation)**

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

## **24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

Prior to the detailed evaluation of bids, the Purchaser will determine whether each bid (a) meets the eligibility criteria stipulated in the bid documents: (b) has been properly signed: (c) is accompanied by the required securities: (d) is substantially responsive to the requirements of the bidding documents not



limiting to Sub Clauses 13.1. (a)(1) – (16). and 13.2: (e) provide any clarification and/or substantiation that the Purchaser may require to determine responsiveness, and (f) is accompanied by copies of the ISO Certificates, issued by an Accredited Certification Organisation for the manufacture of the items to be supplied.

## **25. CORRECTION OF ERRORS**

Bids determined to be substantially responsive will be checked for any arithmetic errors and will be corrected by the Purchaser.

## **26. EVALUATION AND COMPARISON OF BIDS**

Only the bids determined to be substantially responsive will be evaluated and compared. The Purchaser will carry out a detailed evaluation of the Bids, to determine whether the technical aspects are properly addressed and are substantially responsive not limiting to the Sub Clauses 13.1. (a).(1) – (15) and Sub Clause 13.2 of this ITB.

### **26.1 DOMESTIC PREFERENCE SHALL BE A BID EVALUATION FACTOR**

Domestically manufactured goods are given 20% of preference only in the financial evaluation. Application of the margin of preference would apply only to manufactured goods, if the bidder establishes to the satisfaction of the PC that,

- I. Labour, Raw material, component from within Sri Lanka will account to 30% of EXW price of the product offered.
- II. The production facility in which those goods would be manufactured or assembled has been engaged in manufacturing / assembling such goods at least since the time of Bid submission.
- III. For the individual / sole proprietorship the bidder shall be a Sri Lankan.
- IV. For partnerships, fifty percent (50%) of members of the partnership shall be Sri Lankans.
- V. For an individual firm
  - Such firm shall be registered in Sri Lanka and
  - Should have more than fifty percent (50%) ownership by Sri Lankans.
- VI. Joint Ventures
  - Application of the margin of preference would be limited only to joint ventures of individual firms who meet the criteria stipulated V above and
  - It should be registered in Sri Lanka

## **27. AWARD OF CONTRACT**

Subject to ITB Clause 28, the DPC will approve to award the contract to the successful Bidder, whose bid has been determined to be substantially responsive, and to be the lowest evaluated Bid, further provided that the Bidder is determined to be qualified to perform the contract successfully.

## **28. ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The DPC reserves the right to accept or reject any bid or to accept part thereof, and to annul the bidding process and reject all bids, at any time prior to award of contract or to place an order for a reduced quantity without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the DPC action.

## **29. NOTIFICATION OF AWARD**

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

## **30. PERFORMANCE SECURITY**

Specified in GCC Clause 6.

## **31. SIGNING OF AGREEMENT**

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

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

## **32. DETAILS OF LOCAL AGENTS**

Bidders who submit their Bids through a local agent shall declare the following information along with the Form of Bid:

- 32.1. The name and address of the local agent
- 32.2. The year of registration of the business of the local agent
- 32.3. Amount to be paid to the Local Agent as their commission, which shall be included in the total FOB price.

## **33. AGENT TO HOLD POWER OF ATTORNEY**

Offers from Agents representing principal manufacturers abroad, will not be considered, unless they hold the Power of Attorney from the principal manufacturer empowering the agent to offer on their behalf, to enter into a valid Agreement on behalf of the principals, and to fulfill all the terms and conditions of the contract, in the event of the Bid being awarded.

**The Power of Attorney should be attested by a recognized Attorney at Law.**

Nomination of agent/s after the Bid has been submitted will not be accepted. Agent nominated at the time of bidding shall not be changed within the period of Contract.

#### **34. REGISTRATION OF CONTRACT**

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

*Information Copy Not for bidding*

**PART I - GENERAL CONDITIONS OF CONTRACT (GCC)**

**1 APPLICATION**

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

**2 COUNTRY OF ORIGIN**

2.1. The country of origin shall be clearly stated by the Bidder for each item to be purchased in the offer.

2.2. For purposes of this clause "Origin" means the place where the goods were mined, grown or manufactured or from which the services are supplied.

2.3. The origin of Goods and Services is distinct from the nationality of the supplier.

**3 STANDARDS**

The goods supplied under this contract shall conform to Railway Stores Specifications (RSS) issued with this Bid. The bidder shall submit the specifications in detail of the materials offered by them, and in lieu of same statements issued by the bidders agreeing to comply with RSS will not be accepted. If required in the Bidding Document, copies of the ISO 9001 or / and ISO 9002 certificates issued by an Accredited Certification Organization, for the design and manufacture of each of the items to be supplied shall be submitted with the offer.

**4 USE OF CONTRACT DOCUMENTS AND INFORMATION**

4.1. The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2. The Supplier shall not without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3. Any document other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

**5 PATENT RIGHTS**

The supplier shall indemnify the Purchaser, any and all claims at any time, arising on account of Patent Rights or Royalties whether from manufacturers or others, from the use in the Democratic Socialist Republic of Sri Lanka of the patented or royalty of goods supplied.

**6 PERFORMANCE SECURITY**

6.1. Within twenty-one (21) days of receipt of the Notification of Award of the Contract, the successful Bidder shall furnish to the purchaser the Performance Security in the amount specified in Clause 01 of

SCC as a security for the due performance of the contract. The Performance Bond shall be valid until 28 days beyond the date of Certificate of Acceptance of the goods.

- 6.2. 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 his/their obligations under the Contract.
- 6.3. The performance security shall be denominated in the currency of the Contract, in a freely convertible currency acceptable to the Purchaser or in Sri Lankan Rupees and shall be in the form of a guarantee, issued by a registered bank operating in Democratic Socialist Republic of Sri Lanka acceptable to the purchaser, in the form provided in Appendix "B" of the bidding documents.
- 6.4. The performance security will be discharged by the Purchaser and returned to the supplier on a Certificate of Acceptance of the goods issued by Sri Lanka Railways.

## **7 INSPECTIONS AND TESTS**

- 7.1 The Purchaser or his representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. If the goods conform to the specifications the purchaser shall bear the cost of inspection and the supplier shall bear the cost of inspection if not.
- 7.2 The inspections and tests may be conducted on the premises of the Supplier or his sub-contract(s) at point of delivery and /or at the Goods final destination. If conducted on the premises of the Supplier or his sub-contract(s), all reasonable facilities and assistance, including access to drawing and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested Goods fail to conform to the specifications, 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.
- 7.4 The purchaser's right to inspect, test and, where necessary, reject the Goods after arrival of Goods in the Purchaser's country 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' shipment, from the country of origin.
- 7.5 Nothing in GCC Clause 7 shall in anyway release the Supplier from any warranty or other obligations under this Contract.

## **8 PACKING**

- 8.1. The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation rough handling during transit and exposure to extreme temperature salt and precipitation during transit and open storage. Packing case size and weights shall be taken into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all point in transit.

8.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any specified in SCC and in any subsequent instructions ordered by the Purchaser.

## **9 DELIVERY AND DOCUMENTS**

9.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in this bidding document. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

9.2. For purposes of the Contract "FOB", "CFR" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

9.3. Documents to be submitted by the Supplier are specified in SCC.

9.4. The Goods should be delivered within the period specified in SCC Clause 3. The successful bidder who failed to do so will be liable for payment of liquidated damages in terms of GCC Clause 16 & 17 and SCC Clause 6.

## **10 TRANSPORTATION**

10.1. Where the supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the goods on board the vessel at the specified Port of Loading, shall be arranged and paid for by the supplier, and the cost thereof shall be included in the quoted FOB Contract Price.

10.2. Where the supplier is required under the Contract to deliver the goods, CFR transport of the Goods to the Port of Colombo, Sri Lanka shall be arranged and paid for by the supplier, and the cost thereof shall be included in the quoted CFR Contract Price.

## **11 WARRANTY**

11.1. The supplier shall warrant that the Goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The supplier, further, shall warrant that all Goods supplied under this Contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied Goods under normal use of the country of final destination.

11.2. This warranty shall remain valid for the period of time specified in clause 4 of SCC 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, unless specified otherwise in SCC.

11.3. The Purchaser shall promptly notify the Supplier in writing or any claims arising under this warranty.

11.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair the defective Goods or parts thereof, without costs to the purchaser.

11.5. If the Supplier, having been notified, fails to remedy the defect(s) within three (03) months from the date of notification, the Purchaser may proceed to take 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.

## **12 PAYMENTS**

12.1. The method and conditions of payment to be made to the supplier under this Contract shall be specified in SCC.

12.2. The Supplier's request(s) for payments shall be made to the Purchaser in writing accompanied by an invoice describing as appropriate, the goods delivered and services performed, and by documents submitted pursuant to GCC Clause 9 and upon fulfillment of other obligations stipulated in the contract.

12.3. Payment will be made in the currency or currencies in which the payment has been requested in the supplier's bid.

## **13 PRICES**

Prices charged by the Supplier for goods delivered and services performed under the Contract shall not vary from the prices quoted by the supplier in his bid.

## **14 MODIFICATION**

No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.

## **15 ASSIGNMENT**

The Supplier shall not assign, in whole or in part, his obligations to perform under this contract.

## **16 DELAYS IN THE SUPPLIER'S PERFORMANCE**

16.1. Delivery of the goods and Performance of Services shall be made by the supplier in accordance with the time schedule prescribed by Purchaser in Clause 9.4 under GCC.

16.2. If at anytime during performance of the Contract the supplier should encounter conditions impeding timely delivery of the goods and performance of Services, the supplier shall promptly notify the purchaser in writing of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the supplier's notice, the purchaser shall evaluate the situation, and may at his discretion extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

**17 LIQUIDATED DAMAGES**

Subject to GCC Clause 16.1 if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to other remedies under the Contract, deduct from the contract price as liquidated damages, a sum equivalent to the percentage in SCC of the delivered price of the delayed Goods or unperformed services for each week or part thereof for delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the purchaser may consider termination of the contract pursuant to GCC Clause 18.

**18 TERMINATION**

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

- (a) If the supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 16 or
- b) If the supplier fails to perform any other obligation(s) under the Contract.

18.2. In the event Purchaser terminates the contract in whole or in part, pursuant to GCC Clause 18.1, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar Goods and Services.

**19 FORCE MAJEURE**

19.1. Notwithstanding the provisions of GCC Clause 16, 17 and 18 the supplier shall not be liable for forfeiture of his performance security, or subject to liquidated damages, or termination for default if his delay in performance to an extent or other failure to perform his obligation under the Contract is the result of an event of Force Majeure.

19.2. For purpose of this clause "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to acts of God, Wars, Revolutions, Fires, Blockage, Embargo, Insurrection, Mobilization, Governmental direction or Intervention, act of Civil, Naval or Military authorities or other agencies or Government Riots, Civil Commotions, War like Conditions, Labour Troubles (including Strikes), Sabotage Epidemics, Quarantine Restrictions and Freight Embargoes.

19.3. 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 his obligations under the



Contract as far as is reasonably practicable and shall all reasonable alternative means for performance not prevented by the Force Majeure event.

## **20 TERMINATION FOR INSOLVENCY**

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

## **21 RESOLUTION OF DISPUTES**

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. However, if such disputes cannot be settled, they shall be referred to arbitration.

21.1. The arbitral tribunal shall comprise three arbitrators appointed as follows: -

- i) Any party to this agreement desiring to refer such disputes to arbitration shall send a notice nominating an arbitrator, to the other party.
- ii) Within 30 days of receiving a notice of the nomination of an arbitrator by a party the other party or parties shall appoint an arbitrator and the two arbitrators so nominated shall appoint a third arbitrator who shall function as Chairman of the Arbitral Tribunal.
- iii) If either party fails to nominate an arbitrator within 30 days of receiving notice of the nomination of an arbitrator by the other party, such other party may apply to the High Court in terms of the Arbitration Act No.11 of 1995 for the appointment of the Arbitrator.
- iv) If the two arbitrators nominated by the parties fail to agree upon, a third arbitrator within 30 days of the nomination of the second arbitrator, the appointment shall be made upon the application of a party by the High Court.
- v) In the event of a vacancy arising due to the death, resignation or refusal to act of an Arbitrator or where in arbitrator becomes incapable of performing his functions, another arbitrator shall be appointed in like manner to fill such vacancy.

21.2. Such arbitration shall be held in Colombo, Sri Lanka and shall be subject to the provisions of the Arbitration Act No.11 of 1995.

21.3. The procedure to be followed at such arbitral proceeding shall be agreed upon by the parties or, in the absence of such agreement, shall be determined by the Arbitral Tribunal.

21.4. In the event of a failure by either party to comply with procedure or any procedural order made by the Arbitral Tribunal, the Arbitral Tribunal shall have the power to proceed with the arbitration notwithstanding such default and to deliver its award.

21.5. The award or any procedural order of the Arbitral Tribunal shall be made by a majority of the arbitrators and in the absence of such majority the presiding arbitrator shall make award as if he were a sole arbitrator.

## **22 GOVERNING LANGUAGE**

The Contract shall be written in English Language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

## **23 RECOVERY OF DUES**

The Purchaser may deduct monies payable to the supplier under this contract, any monies payable by him to the Democratic Socialist Republic of Sri Lanka or may recover by action at Law.

## **24 APPLICABLE LAW**

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

## **25 NOTICES**

25.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by Cable, or Facsimile and confirmed in writing to the other party's address specified in SCC.

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

**PART II - SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

**1. PERFORMANCE SECURITY: (G.C.C. CLAUSE - 6)**

The amount of Performance Security, as a percentage of the contract price, shall be ten percent (10%) of the Contract Price. Performance Security shall be released on a Certificate of Acceptance of the goods issued by Sri Lanka Railways.

**2. INSPECTIONS AND TESTS: (G.C.C. CLAUSE - 7)**

All inspection work shall be performed by a representative or representatives appointed by the Purchaser, hereinafter referred to as the "Inspector".

- 2.1. Where specified, the work shall be inspected by the Inspector, who may approve or reject the work and if the work is found defective or inferior in quality or differing in form or material from the requirements of the contract it may be completely rejected.

The supplier shall, at his own expense and within the time for delivery specified in the contract, replace to the satisfaction of the SLR, the material so rejected.

- 2.2. Before proceeding to execute any work, the supplier shall obtain the inspector's approval for the manner in which the supplier proposes to execute each portion of the work, and shall furnish such drawings or information as the inspector shall require.
- 2.3. The supplier shall notify the inspector in writing, with at least 30-calendar days notice, of the date on which any of the work will be ready for inspection.
- 2.4. Without prejudice to the Inspector's right of final Inspection under Paragraphs (2.1) and (2.2) of this Clause, the inspector may inspect and reject any of the work in the course of manufacture.
- 2.5. Where inspection of any of the work, whether completed or in the course of production, is being performed at the manufacturer's work, the manufacturer shall give the inspector access to the said works as and when required and shall afford the representative all such reasonable accommodation and facilities for examining, inspecting, testing and gauging such items and shall also supply free of charge such apparatus, materials, tools gauges, labour and assistance as may be required from time to time for the purpose of such examination, inspection, testing and gauging.
- 2.6. If any of the work, whether completed or in the course of production is rejected by the inspector, it shall be marked or segregated in such a manner, satisfactory to the inspector as to ensure its subsequent identification as rejected work.

When independent tests in addition to those made by the inspector on the manufacturer's premises are considered necessary, such tests will be made by the person appointed by the inspector. The supplier shall bear

the cost of supply and carriage of samples. The cost of such additional tests will be borne by the Sri Lanka Government if such tests show the material to be in accordance with the specifications, otherwise such cost shall be borne by the supplier.

- 2.7. Until the inspector has given his certificate of approval, the supplier/ manufacturer shall not assemble or send forward for shipment any of the work, and should any defect be discovered after dispatch from the manufacturer's works, it shall be subject to and covered by the guarantee stipulated in Clause 4 of SCC hereof, notwithstanding any certificate or approval previously issued by the Inspector.
- 2.8. For Overseas manufactures/suppliers, the inspected and passed material shall not be released for shipment until confirmation of the acceptance of the pre-shipment inspection certificate is obtained by the inspector from the Purchaser.
- 2.9. The goods shall be shipped by the vessels of the Ceylon Shipping Corporation Ltd. If there are no vessels sailing from the Port of Shipment during the period, a waiver may be obtained from the Ceylon Shipping Corporation Ltd, to ship the goods in other vessels.
- 2.10. For Local manufactures/suppliers, all goods will be inspected at production site before dispatched to Stores Department, Ragama.

### **3. DELIVERY AND DOCUMENTS: (G.C.C. CLAUSE - 9)**

- 3.1. For overseas manufactures/suppliers, goods shall be shipped within three (03) months from the date of opening of the Letter of Credit. For local Manufactures/Suppliers, goods shall be supplied within three (03) months from the date of signing the contract Agreement with SLR.
- 3.2. Upon shipment, supplier shall notify the Purchaser by Fax, the full details of the shipment, including Contract Number, Description of Goods, Quantity, Name of the Vessel, Number of the Bill of Lading and the date, Port of Loading, Date of Shipment, with the expected date of arrival in Port of Colombo. (Fax No.94 (11) 2432044 /2446490).
- 3.3. The following are the documents, the supplier shall submit to the negotiation bank after shipment of goods.
  - (a) Full set of not less than three copies (original and two copies) of clean on board, freight pre-paid/to pay Bill of Lading to order of the Peoples' Bank, International Branch, Colombo, Marked: -
 

General Manager,  
Sri Lanka Railways,  
Railway Headquarters  
Colombo 10, Sri Lanka.  
Order No: SRS/F.7826
  - (b) Manually signed Invoices in triplicate showing the FOB value and freight charges separately.
  - (c) Certificate of Origin in triplicate issued/certified by the Chamber of Commerce of the manufacturing country.

- (d) Packing List in triplicate indicating the weight and measurements of each package/case/bundle/crate.
- (e) Certificate of Inspection issued by the inspector nominated by the purchaser in triplicate.
- (f) Letter of acceptance of the inspection certificate issued by the purchaser in triplicate.
- (g) A certificate from the supplier to the effect that. -
  - (i) The goods shipped are in strict conformity with the order placed by the purchaser.
  - (ii) All packages/bundles/cases/crates are marked with a RED BAND in the centre in each direction, so as to form a cross on each face to be visible on whichever side the packages/cases/bundles/crates are placed.
  - (iii) The following shipping mark is stenciled including the gross weight in kilograms and package number on two adjacent faces of each package, and metal labels are attached securely to loose or bundled articles.

Order No: SRS/F.7826  
 Superintendent of Railway Stores,  
 Sri Lanka Railways,  
 P.O. Box 1347,  
 Colombo, Sri Lanka.

Weight:.....kg.  
 Package No. ....

- 3.4. The Supplier shall forward copies of the above documents in duplicate to the purchaser by Courier Service immediately on shipment of goods.
- 3.5. For Local manufactures/suppliers goods shall be delivered within (03) months from the date of Contract Agreement signed.

#### **4. WARRANTY: (G.C.C. - 11)**

- 4.1. The overseas supplier will be required to guarantee the goods supplied for a period of fourteen (14) months from the date of shipment.
- 4.2. The Local supplier will be required to guarantee the goods supplied for a period of twelve (12) months on arrival and acceptance given by the purchaser.
- 4.3. The supplier will accordingly, be required to replace within a period of three (03) months, free of cost including labour costs for removal and refitting the goods or any parts of same which fails during the guarantee period owing to faulty design, inferior material or bad workmanship.
- 4.4. The 5% of the contract price retained as per Clause 5.1 (c) and 5.2 (b) below will be released on successful completion of the guarantee period.

## 5. PAYMENT (G.C.C. CLAUSE – 12)

5.1 Payment in case of an overseas supplier shall be made as follows: -

- (a) 80% of the contract price of the goods delivered shall be paid (less local agent's commission) through irrevocable and without recourse Letter of Credit opened in favour of the supplier upon submission of documents specified in SCC Clause 03 above and in the Letter of Credit.
- (b) 15% of the Contract Price of the goods delivered shall be paid upon arrival and acceptance of the goods by the Purchaser against a certificate of acceptance issued by him.
- (c) The balance 05% of the Contract Price of the delivered goods shall be paid on completion of the contract pursuant to Clause 04 of SCC.
- (d) The Local Agent's Commission shall be paid in Sri Lanka Rupees on completion of shipment at the rate of exchange prevailing on the date of negotiation of the documents by the supplier.

5.2 Payment in case of a local supplier shall be made as follows:-

- (a) 95% of the contract value of the goods delivered shall be paid upon submission of a certificate issued by the Chief Engineer (Way & Works), Sri Lanka Railways that the goods supplied confirm to Sri Lanka Railways Specifications.
- (b) The balance 05% of the contract price of the delivered goods shall be paid on completion of the contract pursuant to Clause 4 of SCC.

The purchaser shall release the payment specified under above Clause 5.1 (c) and 5.2 (b) at the request of the supplier, provided the supplier submits a Bank Guarantee as per the specimen form given in Appendix 'B' issued by a registered Bank operating in Sri Lanka, acceptable to the purchaser.

## 6. LIQUIDATED DAMAGES: (G.C.C. CLAUSE – 17)

Applicable rate is one half percent (0.5%) per week, and the maximum deduction under this clause shall be five percent (5%) of the contract value.

## 7. NOTICES: (G.C.C. CLAUSE – 25)

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

General Manager,  
Railway Headquarters,  
P. O. Box 355,  
Sri Lanka Railways,  
Colombo 10,  
Sri Lanka.

## FORM OF BID

The Chairman,

Department Procurement Committee (Major),  
Sri Lanka Railways,  
Railway Headquarters,  
Olcott Mawatha, Colombo 10.

**PROCUREMENT OF 200,000 NOS. GALVANIZED ELASTIC RAIL CLIPS TO  
SRI LANKA RAILWAYS - PROCUREMENT No. SRS/F.7826**

I/We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the "Information and Instructions to Bidders and Terms and Conditions of Bid" pertaining to the above procurement, along with Schedules thereto, do hereby undertake to supply the material referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Bid Price of ..... (in words.....) The make up of the aforesaid total Bid Price is given in the accompanying Price Schedules. Bids shall remain valid for a period of one hundred and twenty (120) days from the date of opening of bids.

2. I/We confirm that this offer shall open for acceptance until ..... and that it will not be withdrawn or revoked prior to that date.
3. I/We submit hereto the following documents and samples as part of my / our bid as per ITB Clause 13.

	<u>Page Nos.</u>
1. Official Bidding Document, as per Cl.- 1 paragraph 2 of ITB	
a) Schedule of Price – Duly completed and signed	.....
b) Form of Bid - Duly completed and signed	.....
2. Bid Security, as per Cl. - 15 of ITB	.....
3. Power of Attorney (where applicable) as per Cl.- 33 of ITB	.....
4. Certificate of Registration with the Registrar of Contracts (where applicable) as per Cl.- 34 of ITB	.....
5. Quality Management System Standard certificate as per Cl. - 5.1 of ITB	.....
6. Certificate of performance supplying similar goods, as per Cl.- 5.2 & 5.3 of the ITB	.....
7. Supplier's delivery period as per Cl. – 3.1 of SCC	.....
8. Period of Supplier's Warranty and Statement as per Cl. – 4.1 of SCC	.....
9. Supplier's Specification as per Cl. - 2. (ii) of RSS	.....
10. Supplier's Drawing and Design Quality Standard as per Cl. - 2. (iii) of RSS	.....
11. Chemical Composition Test Certificate, as per Cl. - 4 of RSS.	.....
12. Bar diameter tolerance, Surface finish, Decarburization, Grain size quality records as per Cl. -5. (i) of RSS.	.....

- 13. Hardness Test Certificate as per Cl.5. (ii) of RSS & Cl.6. (ii) b of RSS .....
- 14. Toe Load Test Certificate, as per Cl. - 6. (ii) (d) of RSS. ....
- 15. Longitudinal Rail Resistant Test certificate, as per Cl. - 6. (ii) e of RSS .....
- 16. Fatigue Conformity certificate, as per Cl. - 6. (ii) f of RSS. ....
- 17. Brochures, Catalogues etc. ....
- 18. Any other applicable document such as technical Support provided by the Supplier .....
- 19. Five Nos. of elastic rail clip samples and statement as per Cl-2. (i) of RSS .....
- 4. I/We understand that you are not bound to accept the lowest Bid and that you reserve the right to reject any or all bids or to accept any part of a bid without assigning any reasons therefor.
- 5. My/Our Bank reference is as follows:.....

Date:..... Signature of Bidder

Name of Bidder:.....

Postal Address:.....  
.....

Email Address:.....

Telephone Number:.....

Cable:..... Telex:..... Fax:.....

Details of the Local Agent, if any:

Name .....

Postal Address:.....  
.....

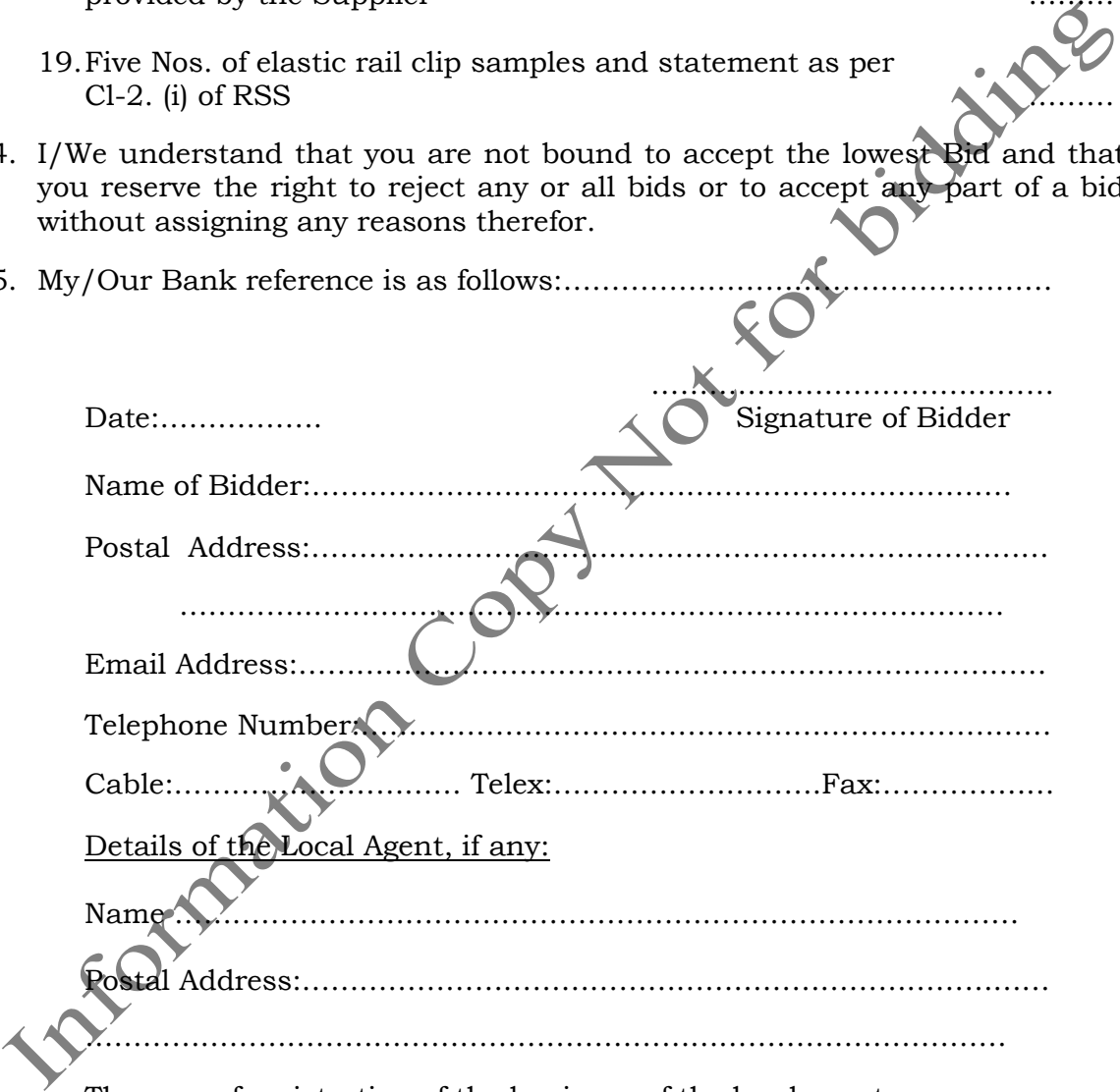
The year of registration of the business of the local agent.....

Amount to be paid to the Local Agent as their Commission, which shall be included in the total FOB price.....

Email Address:.....

Telephone Number:.....

Cable:..... Telex:..... Fax:.....





**RAILWAY STORES SPECIFICATION (RSS) NO. 508**

**SRI LANKA RAILWAY SPECIFICATION FOR ELASTIC RAIL CLIP BAR**  
**DIAMETER 18MM, THE TOE LOAD RANGE 800 – 950 KG**  
**PROCUREMENT NO.SRS/F.7826**

The use of equivalent International Standards to those quoted is permissible, subject to submission of supporting document acceptable to the Purchaser.

**1. SCOPE**

This specification covers the manufacture and test requirements for resilient rail fastenings made from spring steel bar to SLR drawing No.19902 for 'e' type clips. Elastic Rail Clips form part of an Elastic Rail Fastening System and hold the rail to the concrete sleeper, through the cast in shoulder in it.

**2. SAMPLES, SPECIFICATION, DRAWING & TEST REPORTS.**

The Bidders shall submit following with the Bid.

Bidders can submit Elastic Rail Clip Samples for the fastening proposed from the manufacturer's production line along with Specification, Drawing & Test Reports pertaining to them if they comply with RSS and SLR drawing.

- i Five rail clip samples bearing manufacturer's traceability identification code on it.  
(05 of Bituminous Coated)  
Bidders shall state whether clips are manufactured in production line.

- ii Supplier's Specification in detail as per GCC Clause 3.

- iii Supplier's Drawing

Bidders eligible under ISO / BS EN ISO 9002: 1994 or an equivalent Standard shall submit documentary proof showing that the design of rail clip for the fastening proposed has undertaken by a firm certified to ISO / BS EN ISO 9001: 1994 or an equivalent International Standard.

- iv Test Certificates showing that the fastening proposed comply with RSS in all respects for the purpose of evaluation and comparison of bids as per ITB Cl.26.

**3. MECHANICAL CHARACTERISTICS**

- i Linear static deflection of in excess 11 mm on installation to give the minimum clamping force of 1,600 Kg. per rail seat

- ii Nominal clamping force - 1,700 to 1,800 Kg. per rail seat

- iii Minimum Longitudinal Rail restraint force  
with and without rail pads and insulators in place - 1,000 Kg. per rail seat

- iv The clips should have the required toe-load in the final assembly with Rail Pads and insulators in place and a fatigue life to satisfy dynamic fatigue endurance within  
+/- 0.5 mm over 3 million cycles

**4. RAW MATERIAL:**

The raw material shall be silico-manganese steel to BS 970 Part 2: 1988 Grade 251A58 (modified) of which chemical composition as per Table 1 is appended below:

<u>Chemical composition</u>	<u>% Minimum</u>	<u>% Maximum</u>
Carbon	0.55	0.60
Silicon	1.8	2.10
Manganese	0.8	1.00
Chromium	0.15	0.3
Molybdenum	-	0.10 Max.
Sulphur	-	0.035 Max.
Phosphorus	-	0.035 Max.

The steel shall be free from detrimental surface and internal defects.

## 5. FORMED CLIPS:

### I Dimensional Accuracy

The rail clips shall be so dimensioned to fit the cast in shoulder and to impart a toe-load of (800-950) Kg.f on the bottom flange of a BS 88/90A rail in the final assembly position with insulators fitted.

Components for the rail fastening systems shall comply with the following standards and all supplies must be accompanied by the steel suppliers certificate of conformity of the steel quality and quality records showing surface conditions of the rolled bar is within the defined tolerance

Bar Specifications -

Tolerance -	+/- 0.25 on diameter
	0.25 mm Maximum ovality
Surface finish -	Maximum imperfection depth 0.25 mm
Decarburization -	Maximum Partial decarburization 1.5% of the Bar diameter.
Grain Size -	Shepherd Grain Size 5 to 8

### ii Hardness

The clips shall be heat treated to achieve a surface hardness in the range 44 to 48 Rockwell C.

### iii Finish

Clips shall be supplied free of burrs, which may be considered harmful when handled or affect efficient assembly of the clip. Any marks caused by the forming tools shall be smooth and free sharp indentations.

### iv Protective Coating

Rail clips shall be provided with protective Galvanize coating.

### v Identification and Packaging

a Manufacturer's traceability identification code shall be provided on the formed clips along with last two digits of the year of manufacture.

b Packaged clips will be identified by the following information: -

1. Date of manufacture and/or packaging
2. Number of products per package
3. Gross weight of package

The clips shall be supplied preferably in lo-lift bags, containing 40 single bags of each containing 25 clips.

**6. SCHEDULE OF TESTS:**

## i Raw Material

The steel supplier shall submit, with each batch of the raw material, a certificate detailing the chemical composition of the steel during the steel making process and the cast number of the ingot, continuously cast bloom or billet from which it has rolled. The bidder shall provide the material certificate comply with Cl. 4 of this RSS from the steel supplier with each batch.

## ii Formed Clips

## a Dimensional Accuracy

The rail clips {before coating – Cl 5.(iv)} shall conform to the dimensions detailed on the SLR drawing No.19902 and to Cl. 5.(i) under formed clips.

## b Hardness

An area on the surface of the underside of the center log of the clip shall be ground flat. Hardness tests shall be carried out in a hardness testing machine on this area in accordance with BS EN 10109 Part 1 and 2.

Three indentations shall be made on each clip inspected and the mean of these readings shall be used to determine its hardness.

## c Visual Inspection

The clips shall be free from excessive burrs at the cropped ends. Any marks caused by the forming tools shall be smooth and free from sharp indentations.

## d Clip Toe Load Determination

The force exerted by the clip in a fastening assembly shall be determined using a calibrated test rig or alternative system approved by the SLR to ensure compliance with Cl. – 3 (i) and 3.(ii) of this RSS.

## e Longitudinal Rail restraint

The Bidder shall conduct a Longitudinal Rail restraint test as required to satisfy Cl. – 3 (iii) of this RSS.

## f Fatigue Test

The Bidder shall conduct a fatigue type test as required to satisfy Cl.3.(iv) of this RSS

**7. FREQUENCY OF TESTS AND ACCEPTABILITY LEVELS:**

i Production test plan shall be submitted for approval by SLR and shall at least comply with the following requirements in 7.(ii), 7.(iii), and 7.(iv) of this RSS.

ii Dimensional Accuracy and Visual Inspection (Paragraph 6.(ii).(a) and 6.(ii).(c))

Clips shall be inspected in batches of 50,000 Nos. maximum for dimensional accuracy and surface defects. Inspection sample sizes are to be as specified in BS 6001: 1999 / ISO 2859: 1999, for a normal single sample plan, Inspection Level I, and an Acceptable Quality Level of 2.5%.

iii Hardness (Paragraph 6. (ii). (b))

The clips shall be checked for surface hardness to the requirements of section 5. (ii). The sample size shall be as given in BS 6001: 1999 / ISO 2859: 1999, Special Inspection Level S3, and Acceptable Quality Level of 6.5% for a single normal sampling plan.

iv Toe Load Determination (Paragraph 6.(ii).(d))

The toe load of clips shall be determined to BS 6001: 1999 / ISO 2859: 1999, Special Inspection Level S3, Acceptable Quality Level of 6.5% for a single normal sampling plan. The clips shall meet the requirements of section 6. (ii). (d) of this RSS.

**8. RE-TESTS:**

- i In the case of the tests detailed in Clauses 7.(ii), 7.(iii) and 7.(iv) all test results shall be treated as one set though they were independently obtained for each property.
- ii In the event of a rejection from test, that shall be repeated by taking further samples at the same frequency from the rejected production batch. If this repeat test results is a failure the batch shall be rejected, except in the case of dimensional accuracy and visual inspection tests where the batch may be 100% inspected and resubmitted for acceptance.
- iii Each production batch shall be accepted if the samples meet the test requirements.

**9. RESPONSIBILITY FOR INSPECTION**

Pre-shipment inspection of Rail Clips of this Bid shall be carried out by Officers of SLR or an International Inspectorate Institute appointed by the General Manager Railways pursuant to Clause 7 of GCC & Clause 2 of SCC.

**10. RECORDS**

All Quality Assurance records shall be retained for a minimum of five years.

**11. CERTIFICATION**

A certification of conformity shall be supplied with each consignment confirming that the products meet the requirements of this Railway Stores specification and SLR drawing.

Information Copy Not for Bidding

**(For Overseas Bidders only)****PRICE SCHEDULE****Procurement No. SRS/F. 7826**

Supply of 200,000 Nos. Galvanized Elastic Rail Clips as per Railway Stores Specification No.508 to SLR Drawing No. 19902:

F.O.B. Price	In figures	
	In words	
Freight in Ceylon Shipping Corporation Vessels	In figures	
	In words	
Freight in other Vessels	In figures	
	In words	
Total CFR Price in Ceylon Shipping Corporation Vessels	In figures	
	In words	
Total CFR Price in other Vessels	In figures	
	In words	
Local Agent Commission included in FOB Price	In figures	
	In words	

- (a) Percentage of the Commission payable to the Local Agent mentioned in 'Form of Bid':.....
- (b) Whether price reduction/discount are applicable: .....
- (c) Port of Loading: .....
- (d) Size of packages, if in container, size and number of containers: .....

Date:.....

.....

Signature of Bidder

**N.B:**

1. Local Agent commission shall be included in FOB price.
2. Total FOB, Freight and CFR prices shall be furnished.  
(Submission of unit price alone is not acceptable)
3. In the event of bidders offering price reduction/discount, they should indicate the total reduced price for each item on FOB and CFR in addition to the normal price quoted.
4. All matters relating to the price should be indicated in this form.

**(For Local Bidders only)**

**PRICE SCHEDULE**

**SUPPLY OF 200,000 NOS. ELASTIC RAIL CLIPS (GALVANIZE COATED) AS PER RAILWAY SPECIFICATION No. 508 TO SLR DRAWING No. 19902 - PROCUREMENT No. SRS/F.7826**

Item	Quantity		Unit price	Total price	15% VAT	Total price with VAT
Elastic clips (Galvanize)	200,000 Nos.	In Figures				
		In Words				

1) Whether any price reductions or discounts are applicable, if so it should be stated here:

.....

2) Please indicate VAT (if applicable) together with registered numbers:

.....

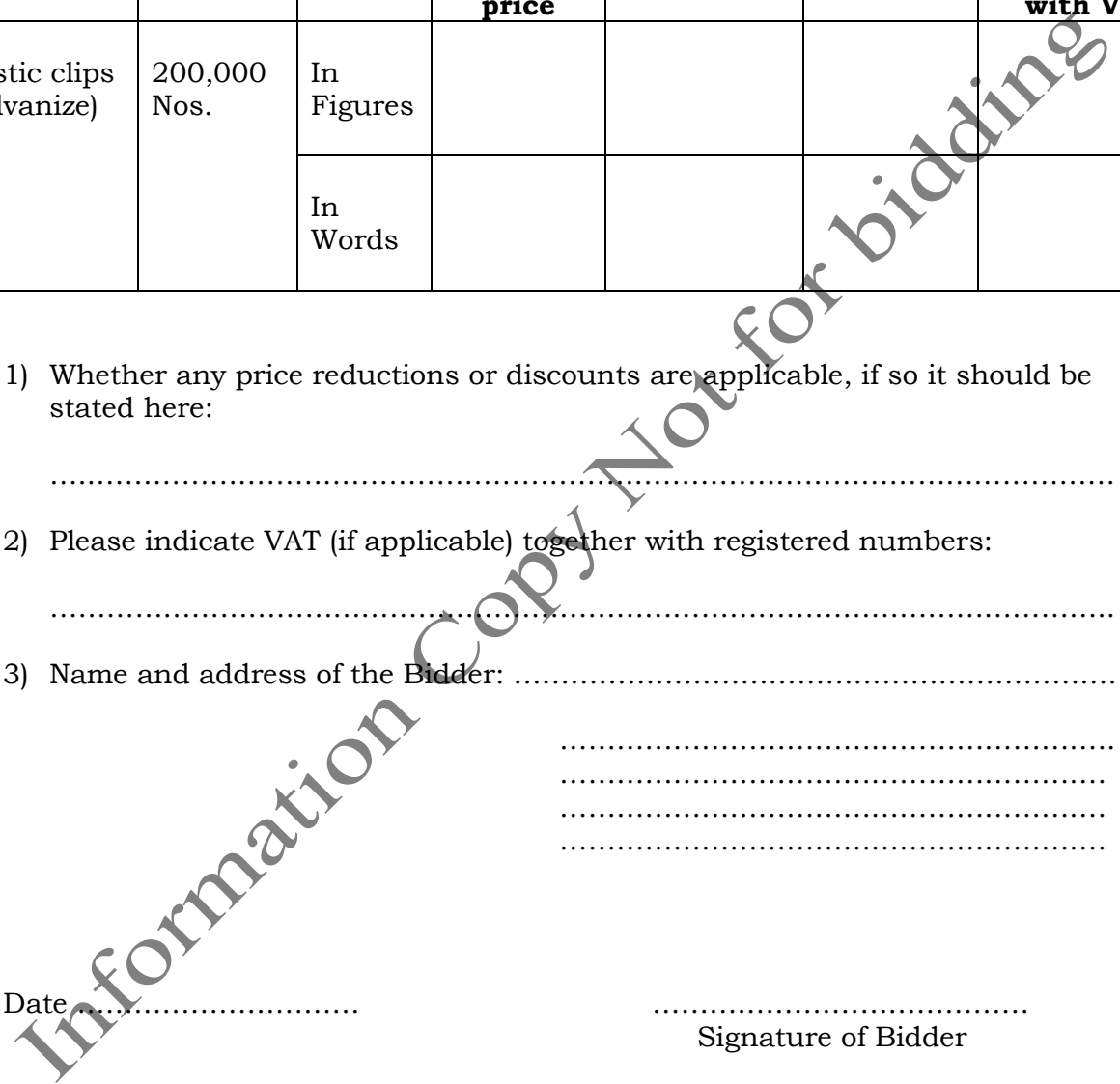
3) Name and address of the Bidder: .....

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

Date .....

.....

Signature of Bidder



**SPECIMEN FORM OF BID SECURITY GUARANTEE**

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

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

**Date:** ..... {insert (by issuing agency) date}

**BID GUARANTEE NO.:** .....{insert (by issuing agency) number}

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with Clause 25 of the Instructions to Bidders (hereinafter "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer/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)}

**SPECIMEN FORM OF PERFORMANCE GUARANTEE**

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

**Beneficiary:** ..... {Name and Address of Employer} .....

**Date:** .....

**PERFORMANCE GUARANTEE NO.:** .....

We have been informed that ..... {name of Contractor/Supplier} (hereinafter called "the Contractor") has entered into Contract No. .... {reference number of the contract} dated ..... with you, for the ..... {insert "Construction"/"Supply"} of ..... {name of contract and brief description of works} (hereinafter called "the Contract").

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

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

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

.....  
{Signature(s)}



**CONTRACT AGREEMENT****PROCUREMENT OF 200,000 NOS. GALVANIZED ELASTIC RAIL CLIPS TO SRI LANKA RAILWAYS - AGREEMENT No. SRS/F.7826**

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

Whereas the General Manager has invited bids for the supply of 300,000 Nos. Elastic Rail Clips morefully described to Sri Lanka Railways and the General Manager has accepted the Offer No..... dated ..... submitted by the Supplier at a total cost of ..... (accepted value of the goods) only (hereinafter called "The Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

01. The words and expression hereinafter referred to shall have the meaning assigned to them in the General Conditions of Contract and Special Conditions of Contract of the Bidding Document, which is part and parcel of this Agreement.
02. The following documents shall be deemed to form, be read with and construed as part and parcel of this Agreement:
  - a) The bidding document, which consists of General Conditions of Contract, Special Conditions of Contract, Instructions to Bidders, Bill of Quantity/Price Schedule, Specification No. 508 and Drawing No. 19902 (annexed hereto marked X-1).
  - b) Bid No..... dated..... by the Supplier (annexed hereto marked X-2).
  - c) Letter of Award sent by the Purchaser to the Supplier bearing No..... dated..... (annexed hereto marked X-3).

- d) The Supplier’s acknowledgement No..... dated..... to the Letter of Award aforesaid (annexed hereto marked X-4).
- e) Memorandum of Understanding (if any) (annexed hereto marked ....)

- 03. The Supplier shall supply the goods in conformity in all respects with provisions of the contract morefully described in the General Conditions of Contract, Special Conditions of Contract, Specification and the Drawings aforesaid, in consideration of the payments to be made by Sri Lanka Railways to the Supplier hereinafter mentioned.
- 04. Sri Lanka Railways shall pay the Supplier, the Contract Price at the times and in the manner described by the aforesaid Conditions of the Contract in consideration of the supply of goods.
- 05. This Agreement shall come into operation only upon the furnishing of the Performance Bond by the Supplier and the Establishment of the Letter of Credit by the Purchaser and signing of this Contract by both Parties.
- 06. All notices and or communications to be served by either Party to this Contract shall be served at the following addresses:

**General Manager’s Address**

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

Telephone No: 94 11/2431177

Fax No: 94 11 2446490

E-mail: [srs.str@gmail.com](mailto:srs.str@gmail.com)  
[gmrslr@sltnet.lk](mailto:gmrslr@sltnet.lk)

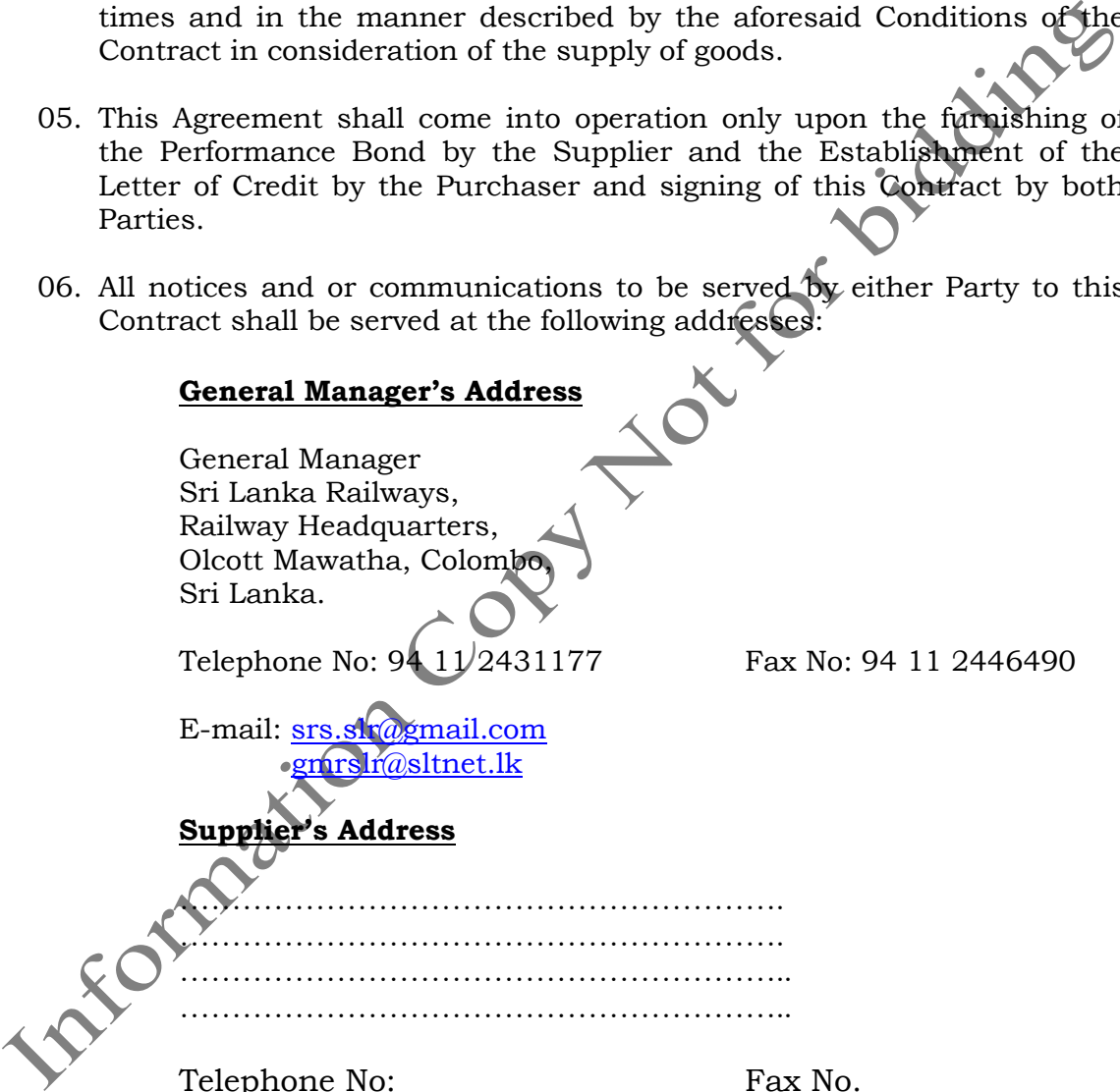
**Supplier’s Address**

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

Telephone No:

Fax No.

E-mail address:



IN WITNESS WHEREOF the General Manager, Sri Lanka Railways acting herein for and on behalf of the Democratic Socialist Republic of Sri Lanka has set its hand and the Supplier has caused its common seal to be affected hereunto and to others of same tenor and date as these present on the dated and at the place hereinafter mentioned.

At Colombo, Sri Lanka on this .....day of .....Two Thousand.....

.....  
On behalf of

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

WITNESSES:

01. Signature : .....  
Name : .....  
Address : .....

01. Signature: .....  
Name: .....  
Address: .....

02. Signature : .....  
Name : .....  
Address : .....

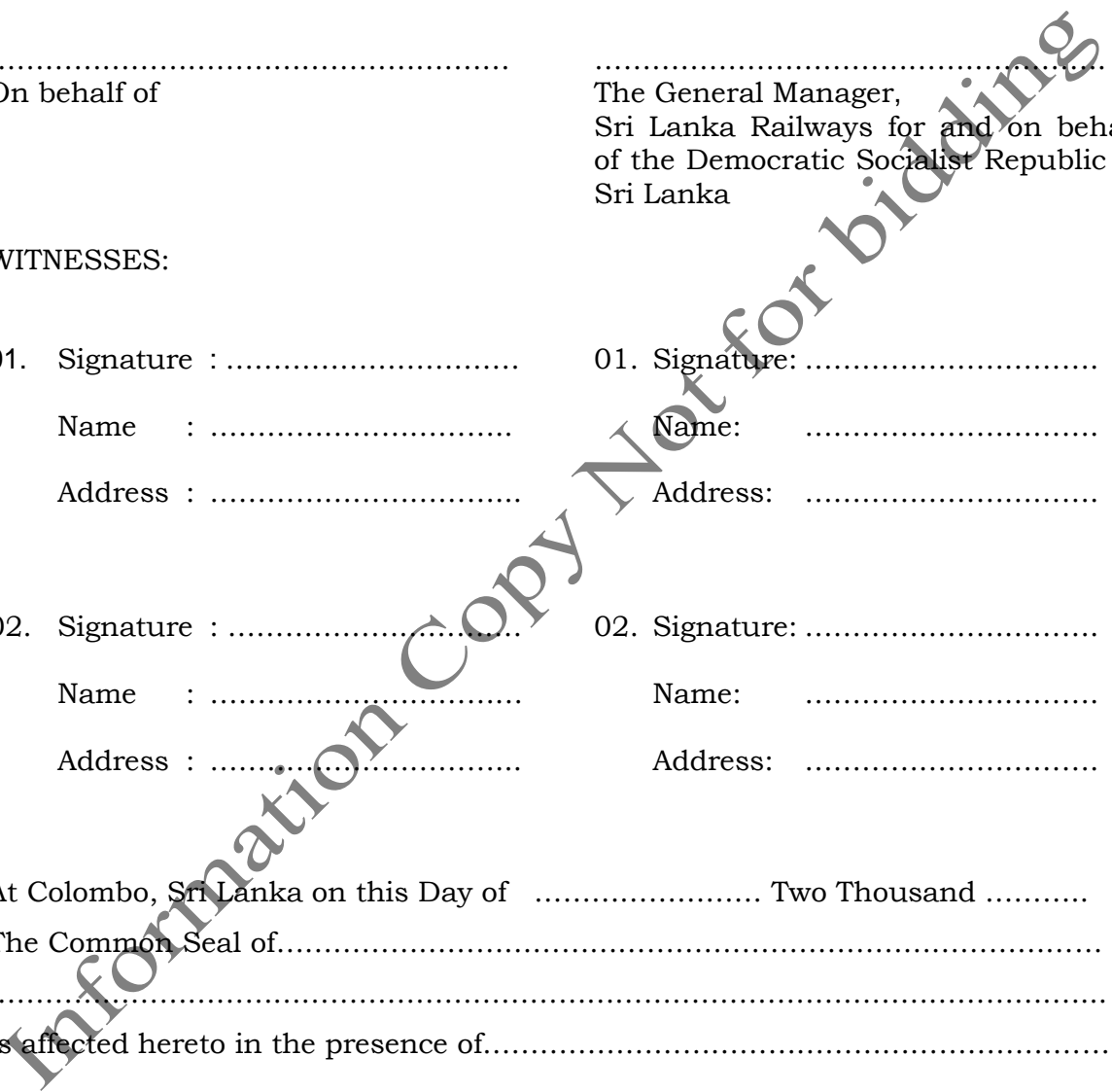
02. Signature: .....  
Name: .....  
Address: .....

At Colombo, Sri Lanka on this Day of ..... Two Thousand .....  
The Common Seal of.....

.....  
Is affected hereto in the presence of.....

Who do hereby attest the sealing thereof.

.....  
.



**THE LIST OF FOREIGN MISSIONS ABROAD**

1. The Ambassador for the Democratic Socialist Republic of Sri Lanka in Austria, Belgium, People's Republic of China, Cuba, Egypt, Berlin Indonesia, Iran, Iraq, Italy, State of Israel, Japan, Jordan, Republic of Korea, State of Kuwait, Lebanon, Myanmar, Katmandu, the Netherlands, Sultanate of Oman, the Philippines, Poland, State of Qatar, Russian Federation, Kingdom of Saudi Arabia, Sweden, Thailand and U.A.E.
2. The High Commissioner for the Democratic Socialist Republic of Sri Lanka in Australia, Bangladesh, Canada, India, Kenya, Malaysia, Pakistan, Singapore, South Africa and United Kingdom.
3. The Consulate General of the Democratic Socialist Republic of Sri Lanka in Australia, Canada, Bonn, India, Norway, Pakistan, Kingdom of Saudi Arabia, U.A.E. and Los Angeles.
4. The Deputy High Commissioner for the Democratic Socialist Republic of Sri Lanka in Chennai.
5. Permanent Mission of the Democratic Socialist Republic of Sri Lanka in U.S.A and Switzerland.

Information Copy Not for bidding