

**SRI LANKA RAILWAYS**  
**INVITATION FOR BIDS**  
**DISPOSAL OF DISCARDED RAILS**  
**IN LOWER & EASTERN DISTRICTS - SRS/F.7856**

01. The Chairman, Department Procurement Committee, (Major), Sri Lanka Railways, will receive sealed bids on National Competitive Bidding Basis for the disposal of 78,258'0" feet (Approx.) Discarded Rails in Lower & Eastern Districts. These bids will be evaluated and awarded separately for each IPW/Section. The details are as follows.

	<b>IPW Sections</b>	<b>Quantity (Linear Feet)</b>	<b>Locations</b>
01	IPW/ FOT	1480'0" (80 Lbs.) 2025'0" (88 Lbs.) 1495'0" (90A Lbs.)	Bet. Maradana – Kollupitiya Bet. Maradana – Maharagama
02	IPW/ MRT	35,000'0" (90A Lbs.)	Bet. Ratmalana – Pinwatta
03	IPW/ GLE	3200'0" (80 Lbs.) 2800'0" (90A Lbs.)	Bet. Kahawa – Unawatuna
04	IPW/ MLG	13839'0" (80 Lbs.)	Bet. Maho – Kalawewa
05	IPW/ KRA	6782'0" (80 Lbs.) 155'0" (88 Lbs.)	Bet. Kalawewa – Habarana
06	IPW/ GOA	6298'0" (80 Lbs.)	Bet. Habarana - Kantalai
07	IPW/ TAN	548'0" (80 Lbs.)	Bet. Kantalai – Trincomalee
08	IPW/ PLN	1322'0" (80 Lbs.)	Bet. Gal – Oya – Gallella
09	IPW/ BCO	3314'0" (80 Lbs.)	Bet. Punani - Batticaloa

02. Bids will be closed at **2.00 p.m.** on **17.08.2022**
03. Bids should be submitted on the forms obtainable from the Office of the Deputy General Manager (Procurement) up to **3.00 p.m.** on **16.08.2022** on payment of a non-refundable document fee of **Rs. 23,000/-**
04. A bid security for the amount of **Rs. 1,200,000.00** as mentioned in the bidding document shall be produced along with the bid.
05. Bids will be opened immediately after the closing of Bids at the Office of the Deputy General Manager (Procurement), Sri Lanka Railways. Bidders or their authorized representatives are requested to be present at the time of opening of Bids.
06. Sealed bids may be dispatched either by Registered Post or hand delivered to: -  
The Chairman,  
Department Procurement Committee (Major),  
Sri Lanka Railways,  
Office of the Deputy General Manager (Procurement),  
Olcott Mawatha, Colombo 10.
07. Bidding documents may be inspected free of charge at the Office of the Deputy General Manager (Procurement). For further details, please contact:
- Telephone Nos : 011-2438078/2436818  
Fax No : 011- 2432044  
Email : [srs.slr@gamil.com](mailto:srs.slr@gamil.com) / [tender2@railway.gov.lk](mailto:tender2@railway.gov.lk)  
Website : [www.railway.gov.lk](http://www.railway.gov.lk)

Ref. No. SRS/F.7856

The Chairman,  
Department Procurement Committee (Major),  
Sri Lanka Railways.

**INSTRUCTIONS TO BIDDERS**

**(A) GENERAL**

01. **GENERAL INFORMATION:**

Bids are called for the purchase and removal of the items mentioned in Clause 1 of the SCC and in the Bid Notice. Bids should be submitted in the forms obtainable from the office specified in Clause 02 of the SCC, until the date and time mentioned in the SCC on payment of a non-refundable form fee indicated therein.

02. **CLOSING OF BIDS:**

Bids shall be sealed in accordance with Clause 16 of the Instructions to Bidders. The address to which bids shall be addressed, closing time of bids, opening time of bids and the place of opening of bids are stated in Clause 02 of SCC. Bids shall be submitted before the closing time of bids. If a bidder so wishes, he may hand over the sealed bid personally or through an agent, to the Officer who is authorized to accept and acknowledge it before the closing time or may be deposited in the box kept for this purpose at the address mentioned in Clause 02 of SCC before the closing time.

03. **ELIGIBLE BIDDERS:**

The bidders shall submit documents such as bank statements to prove their capability in purchasing the items advertised in this disposal.

04. **ONE BID PER TENDER:**

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

05. **COST OF BIDDING**

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

**(B) BIDDING DOCUMENTS**

06. **CONTENTS OF BIDDING**

(a) The bidding documents are those stated below:

1. Invitation for Bids.
2. Instructions to Bidders
3. General Conditions of Contract
4. Special Conditions of Contract.
5. Form of Bid.
6. Schedule of Rate/Bill of Quantity
7. Form of Bid Security
8. Form of Security Bond.
9. Form of contract agreement.

- (b) Bidders are requested to:
- (i) Submit the following documents with the required information, arranged in the given order: -
    1. Covering letter (if any)
    2. Bid Security – Clause 12 - Instructions to Bidders
    3. Power of Attorney (where applicable) - Clause 15 - Instructions to Bidders.
    4. Certificate of Registration with the Registrar of Contracts (where applicable) – Clause 14 - Instructions to Bidders.
    5. Official Bidding Document – Clause 1 –Instructions to Bidders
      - i) Form of Bid – Duly Perfected and signed.
      - ii) Schedule of Rates – Duly Perfected and signed.
    6. Bank statements – Clause 03 ITB – for last 03 months.
  - (ii) All pages of the Bidding Document submitted should be numbered and indicate the page numbers appropriately in the Form of Bid.
  - (iii) 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 initiated by the person or persons signing the bid.
  - (iv) The bid prices/rates shall be in words as well as in figures, and if there is a discrepancy between those, the amounts written in words shall be taken as correct.
  - (v) Bidders should follow the above instructions on the bid carefully and any failure will result the bid being treated as non-responsive.

07. **CLARIFICATION OF BIDDING DOCUMENTS**

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

08. **AMENDMENT OF BIDDING DOCUMENTS**

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

**(C) PREPARATION OF BIDS**

09. **LANGUAGE OF BIDS**

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

10. **CURRENCIES OF BID**

The bidder shall quote the prices in Sri Lanka Rupees.

11. **BID VALIDITY**

Bids shall remain valid for a period of 120 (One hundred and twenty) days from the date of opening of bids.

12. **BID SECURITY**

- (a) The bidder shall furnish, as part of his bid, a bid security as specified in SCC Clause 04.
- (b) The bid security shall be in the form of Bank Guarantee from a registered Bank in Sri Lanka, acceptable to the seller or a cash receipt issued by Chief Accountant Railways.
- (c) The format of the Bank Guarantee shall be in accordance with the form of bid security included in Appendix "A".
- (d) Bid security shall remain valid for a period of 150 (one hundred and fifty) days. However, the bidder should agree to extend this period of validity if requested by the seller.
- (e) The Bid Security of a joint venture must be in the name of the joint venture submitting the bid.
- (f) Any bid not accompanied by an acceptable bid security will be rejected by the seller as non-responsive.
- (g) The Bid Security may be forfeited:
  - (i) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form, or
  - (ii) In the case of successful bidder, if the bidder fails -
    - (i) to sign the contract in accordance with Clause 27 of ITB, or
    - (ii) to furnish the security in accordance with Clause 03 of GCC.
- (h) The bid securities of unsuccessful bidders will be returned as promptly as possible. The bid security of the successful bidder will be returned once the execution of the contract is completed and the Security Bond is furnished by him.

13. **FORMAT AND SIGNING**

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

14. **REGISTRATION OF AN AGENT, SUB AGENT, REPRESENTATIVE OR NOMINEE**

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

15. **AGENT TO HOLD POWER OF ATTORNEY**

Offers from agents representing principal abroad, will not be considered, unless they hold the Power of Attorney from the principal 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 contract, in the event of the offer 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. Local Agent nominated at the time of bidding shall not be changed within the period of Contract.

16. **SEALING & MARKING**

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

2. The inner and outer envelopes shall –

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

In addition to the identification required in Sub-Clause 16(2), 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 18.

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

17. **DEADLINE FOR SUBMISSION OF BIDS**

Bids must be received by the Chairman, Department Procurement Committee, at the address specified in Clause 2 of the SCC in the Bidding Documents not later than the time and date stipulated therein.

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

18. **LATE BIDS**

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

19. **MODIFICATION, SUBSTITUTION AND WITHDRAWAL**

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

The bidder's modifications, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of Clause 16, with the outer and inner envelopes additionally marked 'MODIFICATION' or 'WITHDRAWAL' or 'SUBSTITUTION' as appropriate. No bid may be modified by the bidder after the closing of bids.

**(D) BID OPENING AND EVALUATION**

20. **BID OPENING**

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

21. **CLARIFICATION OF BIDS**

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

22. **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

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

23. **CORRECTION OF ERRORS**

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

24. **EVALUATION AND COMPARISON OF BIDS**

Only the bids determined to be substantially responsive will be evaluated and compared.

25. **SELLER'S RIGHT TO ACCEPT OR TO REJECT ANY OR ALL BIDS**

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

26. **NOTICE OF AWARD**

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

27. **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 Railway 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 No3 of 1987 shall be borne by the successful.

**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1. DEFINITIONS**

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

- a) 'The Contract' means the agreement entered into between the Seller and the Buyer, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) 'The Contract Price' means the price payable to the seller under the contract for the full and proper performance of its contractual obligations.
- c) 'The Goods' means the materials, which the buyer is required to purchase from the seller under the contract.
- d) 'ITB' means Instructions to bidders
- e) 'GCC' means the General Conditions of Contract contained in this section.
- f) 'SCC' means the Special Conditions of Contract.
- g) 'The Seller' means the General Manager of Sri Lanka Railways, Democratic Socialist Republic of Sri Lanka.
- h) 'The Buyer' means the individual or firm who purchase the goods.
- i) 'Day' means calendar day.
- j) IPW Section codes of the 'Invitation for bid' are related as follows.
 

FOT	-	COLOMBO FORT
MRT	-	MORATUWA
GLE	-	GALLE
MLG	-	MORAGOLLAGAMA
KRA	-	KEKIRAWA
GOA	-	GAL OYA JUNCTION
TAN	-	THAMBALAGAMUWA
PLN	-	POLONNARUWA
BCO	-	BATTICALOA

**2. APPLICATION**

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

**3. SECURITY BOND**

- 3.1 Within fourteen (14) days of the date of the Notification of Contract Award, the successful bidder shall furnish the security bond as specified in Clause 5 of the SCC.
- 3.2 The proceeds of the security bond shall be payable to the seller as compensation for any loss resulting from the buyer's failure to complete his obligations under the Contract.
- 3.3 The security bond shall be in the form of a guarantee issued by a reputable Bank operating in Democratic Socialist Republic of Sri Lanka, acceptable to the seller. This shall be in the form provided in the bidding documents or in the form of a Bank Draft - Appendix "B".
- 3.4 The security guarantee will be discharged by the seller and returned to the buyer on successful completion of the buyer's security obligations under the Contract.
- 3.5 The Security Bond should be furnished within the stipulated period and otherwise the offer shall be rejected as non-responsive.



4. **ASSIGNMENT**

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

5. **SUB-CONTRACT**

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

6. **MODE OF PAYMENT**

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

7. **INSPECTION OF MATERIALS**

The materials are offered for disposal, as it is basic. Bidders are advised to satisfy themselves before bidding with regard to the quantity, condition, etc. of the items and transport facilities to the sites where items are available. No representation arising out of the failure of the buyer to satisfy himself on such matters will not be entertained at any time. Quantities given in the Schedule of Rates/Price Schedule are approximate. After inspection of the materials at sites, the buyer shall satisfy with quantity available and shall quote for the length basis accordingly. No complaints shall be entertained that the length is lesser than the length mentioned in the Schedule of Rates/Price Schedule. However, if the length is found excessive or lesser than the length mentioned in the Schedule of Rates /Price Schedule, the buyer shall pay for the total length found physically and if it is lesser the amount overpaid by the buyer will be refunded.

8. **CUTTING, DISMANTLING AND TRANSPORT OF SCRAP**

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

The buyer shall make his own arrangements for the transport of the items within the department premises.

The buyer shall ensure that all materials dismantled/cut are removed from the Railway premises, if same is within the purview of the contract. The buyer shall complete the removal of items from the Railway premises within the period allowed for him to take delivery of items or such extended period of time granted.

9. **WORKING HOURS**

Dismantling, cutting, etc. of the goods purchased shall be done by the buyer during the normal working hours. Taking delivery of those goods to outside from Railway premises shall be effected during 08.30 Hrs. to 16.00 Hrs. on normal working days.

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

10. **ISSUING OF RAILS**

Item in the schedule of rate will be issued on length basis. Total length of Rails and location are indicated in the Price Schedule of SRS/F.7856.

11. **OWNERSHIP OF MATERIAL**

The property of the items stated in the schedule of prices referred above shall continue to remain with the seller until such time the total contract value is paid for and taken delivery in the manner herein before provided.

The seller is not bound to provide security for any property already paid and purchased by the buyer, until the delivery is completed.

12. **DELIVERY PERIOD**

The buyer shall take delivery of the goods sold to him within a period of **One Hundred and Fifty (150) days** from the date of the Delivery Order. If he fails to remove the goods within the said period, he shall apply for an extension of time, in writing to the seller. The seller may allow the request, at his discretion, subject to such terms, conditions as the seller may decide at the risk of the buyer. However, the seller will not grant such extensions more than **Sixty (60) calendar days**.

13. **LIQUIDATED DAMAGES**

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

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

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

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

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

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

15. **USE OF LOCAL LABOUR**

The buyer shall employ only Sri Lanka labour in carrying out the work. The employment of Sri Lanka labour is a condition of the bid and any failure on the part of the bidder to fulfill this condition will be treated as a breach of the terms hereof.

16. **TERMINATION**

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

- (a) If the buyer fails to make the payments within 21 days of receipt of such notice from the seller,
- (b) If the buyer fails to commence taken delivery of goods within 14 days from the date of delivery order, or
- (c) If the buyer fails to perform any other obligation(s) under the Contract.

17. **TERMINATION FOR INSOLVENCY**

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

18. **TERMINATION FOR CONVENIENCE**

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

19. **RESOLUTION OF DISPUTES**

The seller and the buyer shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them, under or in connection with the Contract. However, if such disputes cannot be so settled, they shall be referred to appropriate court

20. **APPLICABLE LAW**

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

21. **NOTICE**

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 address given in the bidding document SCC Clause 07.

22. **AGREEMENT**

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

*Information Copy - Not for Bidding*

**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.

**01. SCOPE OF BID**

Bids are invited by the Chairman, Department Procurement Committee (Major), Sri Lanka Railways, from the parties/persons eligible to quote for the disposal of Discarded Rails in Lower & Eastern Districts as detailed in the Schedule of Rates/Price Schedule in the Bidding Document.

	<b>IPW Sections</b>	<b>Quantity (Linear Feet)</b>	<b>Locations</b>
01	IPW/ FOT	1480'0" (80 Lbs.) 2025'0" (88 Lbs.) 1495'0" (90A Lbs.)	Bet. Maradana – Kollupitiya Bet. Maradana – Maharagama
02	IPW/ MRT	35,000'0" (90A Lbs.)	Bet. Ratmalana – Pinwatta
03	IPW/ GLE	3200'0" (80 Lbs.) 2800'0" (90A Lbs.)	Bet. Kahawa – Unawatuna
04	IPW/ MLG	13839'0" (80 Lbs.)	Bet. Maho – Kalawewa
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06	IPW/ GOA	6298'0" (80 Lbs.)	Bet. Habarana - Kantalai
07	IPW/ TAN	548'0" (80 Lbs.)	Bet. Kantalai – Trincomalee
08	IPW/ PLN	1322'0" (80 Lbs.)	Bet. Gal – Oya – Gallella
09	IPW/ BCO	3314'0" (80 Lbs.)	Bet. Punani - Batticaloa

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

- (a) Bidding documents shall be issued from the Office of the Deputy General Manager (Procurement), Sri Lanka Railways, Olcott Mawatha, Colombo 10, up to 3.00 p.m. on **16.08.2022** on payment of a non-refundable document fee of Sri Lanka Rupees **23,000.00** (Rupees Twenty-Three Thousand only).
- (b) Bidding documents shall not be issued to persons whose name is in the list of Government Defaulting Contractors, individually or jointly with any other persons.
- (c) Bids sealed in accordance with Clause 16 under Instructions to Bidders, shall be addressed to the following address:

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

- (d) Bids shall be closed on **17.08.2022** at **2.00 p.m.** at the Office of the Deputy General Manager (Procurement), Sri Lanka Railways, Olcott Mawatha, Colombo 10 and shall be opened immediately after closing of bids.

03. **CLARIFICATIONS (CLAUSE 07 UNDER BIDDING DOCUMENTS)**

All requests for clarifications shall be submitted earlier than **15 days** prior to the deadline for submission of bids.

04. **BID SECURITY (CLAUSE 12 UNDER BIDDING DOCUMENTS)**

The amount of Bid Security shall be **Rs. 1,200,000.00 (Rupees Twelve Hundred Thousand)**

05. **SECURITY BOND (CLAUSE 3 UNDER GCC)**

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

06. **PAYMENT TERMS (CLAUSE 06 UNDER GCC)**

The buyers shall pay the total contract value within 21 (twenty one) days from the date of letter of award.

07. **NOTICES (CLAUSE 21 UNDER GCC)**

Seller's address for notice purposes is as follows:

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

08. These discarded Rails available at Lower & Eastern Districts shall be removed in the presence of Way & Works Officer, Railway Protection Force Officer and Audit Officer.

09. The purchaser shall remove all the rails those were cut from the site on the same day. If the purchaser is unable to remove the cut discarded rails on the same day, arrangements must be made by the relevant IPW & the railway protection Force Officer to arrange security to look after the cut rail pieces, and the cost involved must be deducted from the purchaser.

**FORM OF BID**

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

**DISPOSAL OF DISCARDED RAILS IN LOWER & EASTERN DISTRICTS**  
**SRS/F.7856**

I/We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the "Information and Instructions to Bidders and Terms and Conditions of Bid" pertaining to the above Bid, along with Schedules thereto, do hereby undertake to purchase and removal of items referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Bid Price of Rupees ..... (in figures) ..... (in letters). The make up of the aforesaid total Bid Price is given in the accompanying Schedules of requirements/ Price schedule.

2. I/We confirm that this offer shall open for acceptance for the period of time specified in Clause 11 of ITB and that it will not be withdrawn or revoked prior to that date.

3. I/We attach hereto the following documents as part of my/our bid:

	<u>Page Nos.</u>
a) Covering letter (if any)	.....
b) Bid Security – Clause 12 - Instructions to Bidders	.....
c) Power of Attorney (where applicable) - Clause 15 – Instructions to Bidders.	.....
d) Certificate of Registration with the Registrar of Contracts (where applicable)	.....
e) Official Bidding Document	
i.) Form of Bid – Duly Perfected and signed.	.....
ii) Schedule of Rates – Duly Perfected and signed.	.....
f) Bank Statements – Clause 03 ITB – for last 03 months	.....

4. I/We understand that you are not bound to accept the highest bid and that you reserve the right to reject any or all bids or to accept any part of a bid without assigning any reasons therefor.

5. My/Our Bank reference is as follows:.....

Date:.....

.....  
 Signature of Bidder

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

Name of Bidder: .....

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

E-mail Address:.....

Telephone Number:.....

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

*Information Copy - Not for Bidding*



**SCHEDULE OF RATES/PRICE SCHE FOR SALE OF DISCARDED RAILS IN LOWER & EASTERN DISTRICTS**  
**CONTRACT No. SRS/F.7856**

	<b>DESCRIPTION</b>	<b>LOCATION</b>	<b>QUANTITY (LINEAR FEET)</b>	<b>RATE PER LINEAR FOOT (RS.)</b>	<b>12% VAT (RS.)</b>	<b>TOTAL PRICE WITH VAT (RS.)</b>	
01	IPW/ FOT	Bet. Maradana – Kollupitiya Bet. Maradana – Maharagama	1480'0" (80 Lbs.) 2025'0" (88 Lbs.) 1495'0" (90A Lbs.)			In Figures:	
						In Word:	
02	IPW/ MRT	Bet. Ratmalana – Pinwatta	35,000'0" (90A Lbs.)			In Figures:	
						In Word:	
03	IPW/ GLE	Bet. Kahawa – Unawatuna	3200'0" (80 Lbs.) 2800'0" (90A Lbs.)			In Figures:	
						In Word:	
04	IPW/ MLG	Bet. Maho – Kalawewa	13839'0" (80 Lbs.)			In Figures:	
						In Word:	
05	IPW/ KRA	Bet. Kalawewa – Habarana	6782'0" (80 Lbs.) 155'0" (88 Lbs.)			In Figures:	

						In Word:	
06	IPW/ GOA	Bet. Habarana - Kantalai	6298'0" (80 Lbs.)			In Figures:	
						In Word:	
07	IPW/ TAN	Bet. Kantalai - Trincomalee	548'0" (80 Lbs.)			In Figures:	
						In Word:	
08	IPW/ PLN	Bet. Gal - Oya - Gallella	1322'0" (80 Lbs.)			In Figures:	
						In Word:	
09	IPW/ BCO	Bet. Punani - Batticaloa)	3314'0" (80 Lbs.)			In Figures:	
						In Word:	
<b>Grand Total Price with 12% VAT for 78,258'0" (Approx.) Discarded Rails</b>						In Figures:	
						In Word:	

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

02. Length mentioned in the Price Schedule is approximate quantity.

**03. These bids will be evaluated and awarded separately for each IPW Section.**

Date: .....

Signature of Bidder: .....

Name & Address of the Bidder: .....

Information Copy - Not for Bidding

**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 the Instructions to Bidders (hereinafter "the ITB") Clause 23 of the ITB; 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 SECURITY GUARANTEE**

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

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

**Date:** .....

**SECURITY GUARANTEE NO.:** .....

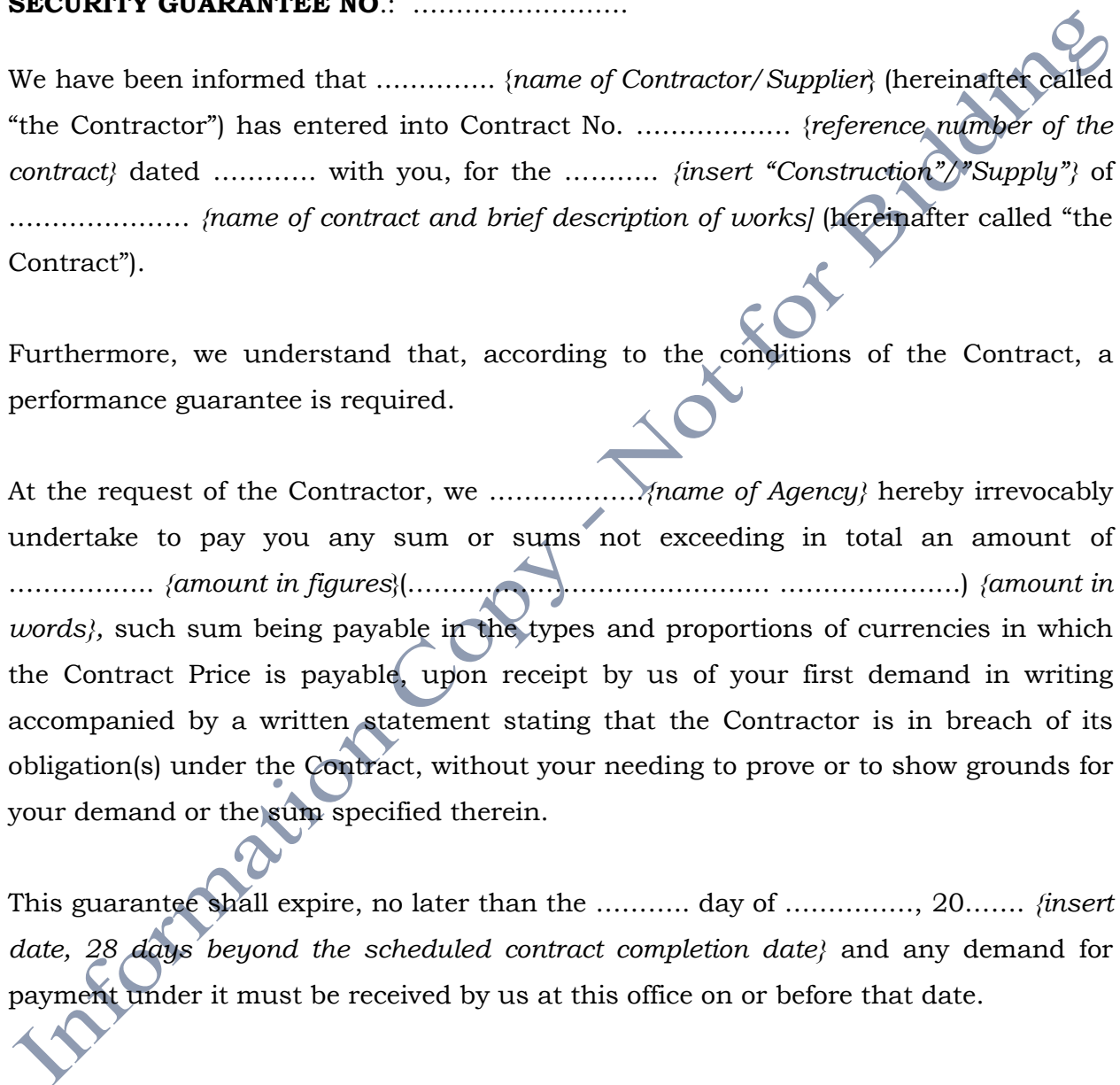
We have been informed that ..... {name of Contractor/Supplier} (hereinafter called "the Contractor") has entered into Contract No. .... {reference number of the contract} dated ..... with you, for the ..... {insert "Construction"/"Supply"} of ..... {name of contract and brief description of works} (hereinafter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

### **DISPOSAL OF DISCARDED RAILS IN LOWER & EASTERN DISTRICTS SRS/F.7856**

This Agreement is made and entered into on this ..... day of ..... (month) Two Thousand ..... by and between ..... (name of the person on behalf of the Seller), General Manager of Sri Lanka Railways, P.O. Box 355, Colombo, Sri Lanka, (hereinafter called and referred to as "The Seller"), which term or expression as herein used shall as and where the context so requires or admits of construction, mean and include the said ..... (name of the person on behalf of the Seller), General Manager of Sri Lanka Railways, as aforesaid and his successors in the said office for the time being and the officers, who for the time being are acting in the office of or are performing the functions now exercised by the 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 Buyer") which term of expression as herein used as and where the context so requires or admits of construction mean and include the said ..... (the Buyer), its successors and permitted assigns, of the OTHER PART

WHEREAS the Chairman, Department Procurement Committee (Major) has invited bids for the Disposal of ....., more fully described in the schedule (annexed hereto marked X-1) to Sri Lanka Railways and the Department Procurement Committee has accepted offer No. .... dated ..... submitted by the Buyer at a total cost of Rs. .... (Rupees ..... ) (accepted value of the goods) only (hereinafter called the "Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. The words and expressions 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 are part and parcel of this agreement.
2. The following documents shall be deemed to form, be read with and construed as part and parcel of this agreement:
  - (a) The bidding document, which consist of General Conditions of Contract, Special Conditions of Contract, Instructions to Bidders and Bill of Quantity/Price Schedule (annexed hereto marked X-2).
  - (b) Offer No. .... dated ..... submitted by the Buyer (annexed hereto marked X-3).
  - (c) Department Procurement Committee (Major) Approval No. .... dated ..... (annexed hereto marked X - 4).
  - (d) The Letter of Award sent by the Seller to the Buyer bearing No.: ..... dated ..... (annexed hereto marked X-5).

- (e) The Buyer’s acknowledgement No. .... dated ..... to the letter of award aforesaid (annexed hereto marked X-6).
  - (f) Memorandum of Understanding (if any) (annexed hereto marked X7).
3. The Buyer shall remove the goods in conformity in all respects with provision of the contract morefully described in the General Conditions of Contract and Special Conditions of Contract.
  4. The Buyer shall pay the Seller the contract price at the times and in the manner described by the aforesaid Conditions of the Contract in consideration of the purchase of goods.
  5. This agreement shall come into operation only upon the furnishing of the Performance Bond by the Buyer and signing of this Contract by both parties.
  6. All notices and or communications to be served by either party to this contract shall be served at the following addresses:

**Seller’s Address:**

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

Telephone No. 011 2431177 Fax No.: 011 2446490

E-mail: [srs.slr@gmail.com](mailto:srs.slr@gmail.com) / [tender2@railway.gov.lk](mailto:tender2@railway.gov.lk)  
[gmr-slr@sltnet.lk](mailto:gmr-slr@sltnet.lk)

**Supplier’s Address:**

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

Telephone No.: ..... Fax No.: .....

E-mail No.: .....



IN WITNESS WHEREOF the General Manager acting herein for and on behalf of the Democratic Socialist Republic of Sri Lanka has set his hand and the Buyer has caused its Common Seal to be affixed hereunto and two others of the same tenor and date as these present on the dates and at the place hereinafter mentioned.

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

.....  
On behalf of Buyer

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

WITNESSES:

1. Signature: .....  
Name: .....  
Designation: .....  
Address: .....  
.....

1. Signature: .....  
Name: .....  
Designation: .....  
Address: .....  
.....

WITNESSES:

2. Signature: .....  
Name: .....  
Designation: .....  
Address: .....  
.....

2. Signature: .....  
Name: .....  
Designation: .....  
Address: .....  
.....

