

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

SRI LANKA RAILWAYS

PROCUREMENT FOR THE SUPPLY OF 200,000 NOS.  
RUBBER PADS TO SUIT 80 LBS. CONCRETE SLEEPERS

Last Date of Issuing of Bidding Documents 17.01.2024

Closing / Opening Date of Bids 18.01.2024

Document No: .....

Document issued to:

Name: .....

Address: .....

.....

.....

Amount Collected: Rs.11,375.00

Cash Receipt No: .....

Date: .....

Date of Issue: .....

.....  
Signature of Issuing Officer

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**SRI LANKA RAILWAYS**

**PROCUREMENT NOTICE**

**PROCUREMENT FOR THE SUPPLY OF 200,000 NOS. RUBBER PADS  
TO SUIT 80 LBS. CONCRETE SLEEPERS**

**PROCUREMENT No. SRS/F.7957**

01. The Chairman, Department Procurement Committee (Major), Sri Lanka Railways, will receive sealed bids from Local Manufacturers for the purchase of 200,000 Nos. Rubber Pads to suit 80 Lbs. Concrete Sleepers to Sri Lanka Railways on National Competitive Bidding Basis.
02. Bids will be closed at **2.00 p.m.** on **18.01.2024**.
03. Bids should be submitted only on the forms obtainable from the Office of the Deputy General Manager (Procurement), Procurement Sub Department, Sri Lanka Railways, Olcott Mawatha, Colombo 10, up to **3.00 p.m.** on **17.01.2024** on payment of a non-refundable document fee of **Rs.11,375.00** (Rupees Eleven Thousand Three Hundred and Seventy Five) only.
04. Bids will be opened immediately after the closing time of the bids at the Office of the Deputy General Manager (Procurement). Bidders or their authorized representatives are requested to be present at the opening of bids.
05. A Bid Security for the amount of **Rs.450,000.00** (Rupees Four Hundred Fifty Thousand) as mentioned in the bidding document shall be produced along with the Bid.
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) and for further details, please contact:

Telephone Nos. : 94 (11) 2438078 or 94 (11) 2436818  
Fax No. : 94 (11) 2432044  
Email : [srs.slr@gmail.com](mailto:srs.slr@gmail.com) / [tender2@railway.gov.lk](mailto:tender2@railway.gov.lk)  
Website : [www.railway.gov.lk](http://www.railway.gov.lk)

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

**Ref. No: SRS/F. 7957**

## **INSTRUCTIONS TO BIDDERS**

### **(A) GENERAL**

#### **1. GENERAL INFORMATION**

Bids are called for the supply of the items mentioned in Clause 01 of the Special Conditions of Contract (SCC) and in the Procurement Notice. Bids should be submitted in the forms obtainable from the Offices specified in Clause 02 of SCC, until the date and time mentioned in the SCC on payment of a non-refundable form fee indicated therein.

#### **2. CLOSING OF BIDS**

Bids shall be sealed in accordance with Clause 14 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.

#### **3. ELIGIBLE BIDDERS**

The Bidders shall submit documentary proof of ability and capability to supply the same items, or similar items along with the past records of supplying, to the other organizations with certificates of performance of the goods supplied.

#### **4. ONE BID PER PROCUREMENT**

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

#### **5. COST OF BIDDING**

The bidder shall bear all costs associated with preparation and submission of his bid/bids, and the 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**

#### **6. CONTENT OF BIDDING**

(a) The bidding documents are those stated below:

1. Invitation for Bids – Procurement Notice
2. Instructions to Bidders
3. General Conditions of Contract (GCC)
4. Special Conditions of Contract (SCC)
5. Form of Bid
6. Schedule of requirements and Price Schedule
7. Form of Bid Security

8. Form of Performance Security
9. Form of Contract
10. Sri Lanka Railways Specification & Drawings.

(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. Official Bidding Document - Clause 1 - Instructions to Bidders.
    - a) Form of Bid – perfected properly and signed.
    - b) Price schedule/Bill of Quantities – perfected properly and signed
  4. Documentary evidence in proof of manufacturer’s ability, capability and the past experience in manufacturing/supplying similar goods – Clause 3 – Instructions to Bidders.
  5. Brochures, catalogues etc.
  6. Any other applicable document.
  7. Period of supplier’s warranty and statement as per Clause 8 of SCC
  8. Delivery of goods as per clause 7 of SCC
  9. 05 (five) samples of item offered.
  10. 500 grams unvulcanized rubber compound.
- (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 initialed by the person or persons signing the bid.
- (iv) The bid prices/rates shall be in words as well as in figures, and if there is a discrepancy between those, the amounts written in words shall be taken as correct.
- (v) Bidders should follow the above instructions on the bid carefully and any failure will result the bid being treated as non-responsive.

#### 7. **CLARIFICATION OF BIDDING DOCUMENTS**

A prospective bidder requiring any clarification of the bidding documents may notify the purchaser in writing or by fax at the purchaser’s address and the purchaser will respond to any request for clarification received within the period stipulated in Clause 03 of SCC. 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.

#### 8. **AMENDMENT OF BIDDING DOCUMENTS**

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

**(C) PREPARATION OF BIDS**9. **LANGUAGE OF BID**

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

10. **CURRENCIES OF BID**

Bidder shall quote the currency in Sri Lanka Rupees.

11. **BID VALIDITY**

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

12. **BID SECURITY**

- (a). The bidder shall furnish, as part of his bid, a bid security as specified in Clause 04 of Special Conditions of Contract (SCC).
- (b). The bid security shall be in the form of Bank guarantee from a registered Bank in Sri Lanka acceptable to the Purchaser.
- (c). The format of the Bank guarantee shall be in accordance with the form of bid security included in Appendix "A".
- (d). Bid security shall remain valid for a period of 150 days. However, the bidder should agree to extend this period of validity if requested by the Purchaser.
- (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 purchaser 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 –
    - (1) to sign the contract in accordance with Clause 25 of Instructions to Bidders or
    - (2) to furnish the performance security in accordance with Clause 06 of General Conditions of Contract.
- (h). The bid securities of unsuccessful bidders will be returned as promptly as possible. The bid security of the successful bidder will be returned once the execution of the contract is completed and the Performance Bond is furnished by him.

13. **FORMAT AND SIGNING**

The bidder shall prepare one original set of the documents comprising the bid as described in Clause 6 of the Instructions to the Bidders and clearly marked "ORIGINAL". In addition, the bidder shall submit a further copy of the bid clearly marked "COPY". In the event of discrepancy between them, the original shall prevail. All bids are to be completed and returned to the Purchaser in accordance with the instructions as given in Clause 15 of the Instructions to Bidders.

14. **SEALING AND MARKING**

- (1) The bidder shall seal the original and the copies of the bid in two separate envelopes, duly marking as "ORIGINAL" and "COPY".

Envelopes containing both original and the copies shall be sealed in one outer envelope.

- (2) The inner and outer envelopes shall –

- (a) Be addressed to the Chairman, Procurement Committee as described in Clause 2 of the Instructions to Bidders.
- (b) Bear the name of the Contract as defined in the bidding documents and other particulars.
- (c) In addition to the identification required in Sub-Clause 14(1), 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 16.

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.

15. **DEADLINE FOR SUBMISSION OF BIDS**

Bids must be received by the Chairman of the Procurement Committee, Sri Lanka Railways at the address specified in Clause 2 of SCC in the bidding documents not later than the time and date stipulated therein.

The purchaser 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 purchaser and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

16. **LATE BIDS**

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

17. **MODIFICATION, SUBSTITUTION AND WITHDRAWAL**

The bidder may modify, substitute or withdraw his bid after submission, provided that written notice of the modification; substitution or withdrawal is received by the 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 14, 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**

18. **BID OPENING**

The bid opening committee will open the bids, including withdrawals; substitutions and modifications, in the presence of bidders' designated representatives who chose to attend. The bidders' representatives who are present shall sign a register evidencing their attendance. Envelopes marked 'WITHDRAWAL' and 'SUBSTITUTION' shall be opened first, and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened. The bidders' name, the bid prices, including any alternative bid price or deviation, any discounts, bid modifications and withdrawals, the presence (or absence) of bid security, and such other details as the 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.

19. **CLARIFICATION OF BIDS**

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

20. **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; (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 Organization for the manufacture of the items to be supplied (if required) in the SLR Specifications in the bidding documents.



21. **CORRECTION OF ERRORS**

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

22. **EVALUATION AND COMPARISON OF BIDS**

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

23. **PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Purchaser 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 purchaser's action.

24. **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.

25. **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 agreement, the successful bidder shall sign the agreement.

All expenses incurred in the preparation of the agreement will be borne by the 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.

## **GENERAL CONDITIONS OF CONTRACT**

### **1. DEFINITIONS**

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

- (a) 'The Contract' means the agreement entered into between the purchaser and the supplier, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) 'The Contract Price' means the price payable to the supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) 'The Goods' means the item, which the suppliers are required to supply to the purchaser under the contract.
- (d) '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.
- (e) 'GCC' means the General Conditions of Contract contained in this section.
- (f) 'SCC' means the Special Conditions of Contract.
- (g) 'The Purchaser' means the General Manager of Sri Lanka Railways, Democratic Socialist Republic of Sri Lanka.
- (h) 'The Supplier' means the individual or firm who supply the goods.
- (i) 'Day' means calendar day.
- (j) 'Month' means calendar month.

### **2. APPLICATION**

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the bid as specified in Clause 02 of the Contract Agreement.

### **3. COUNTRY OF ORIGIN**

The Rubber pads expected to be purchased shall be produced in Sri Lanka.

### **4. STANDARDS**

The goods supplied under this contract shall conform to General Conditions of SLR technical specification issued with this bid. The bidders shall submit the specifications in detail indicating the conformity, variations (if any) and other details of the materials offered by them as required by SLR Specifications.

### **5. USE OF CONTRACT DOCUMENTS AND INFORMATION**

- 5.1 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.
- 5.2 The Supplier shall not without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document other than the Contract itself, enumerated in GCC Clause 5.1 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.

## 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 05 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 in Sri Lanka 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 and other relevant clauses of the Contract Agreement including Clause 06 of the SCC. If the goods conform to the specifications, the purchaser shall bear the cost of inspection and if the goods do not conform to the Contract Specifications and other relevant clauses of the Contract Agreement, the supplier shall bear the cost of the inspection.
- 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 inspec

- 7.3 Should any inspected or tested goods fail to conform to the specifications and other relevant conditions of Contract, 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 stores 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 dispatch
- 7.5 Nothing in GCC Clause 7 shall in anyway release the Supplier from any warranty or other obligations under this Contract.

8. **DELIVERY AND DOCUMENTS**

- 8.1 The Goods should be delivered within the period specified in SCC Clause 7. The successful bidder who failed to do so will be liable for payment of liquidated damages in terms of GCC Clause 14 & 15 and SCC Clause 10.

09. **WARRANTY**

- 9.1 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 defects 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.
- 9.2 This warranty shall remain valid for the period of time specified in Clause 8 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.
- 9.3 The Purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 9.4 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.
- 9.5 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.

10. **PAYMENTS**

- 10.1 The method and conditions of payment to be made to the supplier under this Contract shall be specified in Clause 09 of SCC.

11. **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.

12. **MODIFICATION**

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

13. **ASSIGNMENT**

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

14. **DELAYS IN THE SUPPLIER'S PERFORMANCE**

14.1 If at any time 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.

15. **LIQUIDATED DAMAGES**

Subject to GCC Clause 14.1, 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 16.

16. **TERMINATION**

16.1 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 14 or
- (b) If the supplier fails to perform any other obligation(s) under the Contract.

16.2 In the event Purchaser terminates the contract in whole or in part, pursuant to GCC Clause 16.1 the Purchaser may procure, upon such terms and in such

manner, as it deems appropriate, goods or services similar to these undelivered, and the supplier shall be liable to the purchaser for all additional costs incurred by the Purchaser.

17. **FORCE MAJEURE**

17.1 Notwithstanding the provisions of GCC Clause 14, 15 and 16, 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.

17.2 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.

17.3 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.

18. **TERMINATION FOR INSOLVENCY**

The Purchaser may at any time terminate the 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, the supplier should obligate to promptly disclose such bankrupt to the purchaser and the purchaser will take appropriate action to terminate the Contract without paying compensation to the Supplier.

19. **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.

19.1 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 an arbitrator becomes incapable of performing his functions, another arbitrator shall be appointed in like manner to fill such vacancy.
- 19.2 Such arbitration shall be held in Colombo, Sri Lanka and shall be subject to the provisions of the Arbitration Act No.11 of 1995.
- 19.3 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.
- 19.4 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.
- 19.5 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.

20. **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.

21. **APPLICABLE LAW**

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

22. **NOTICES**

22.1 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.

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

## SPECIAL CONDITIONS OF CONTRACT

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 local parties eligible to quote for the supply of 200,000 Nos. Rubber Pads to suit 80 Lbs. Concrete Sleepers to Sri Lanka Railways, as detailed in the Schedule of Requirements/Price Schedule and the Technical Specifications given in Appendix 'D' to this Bidding Document.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Drawing No.</u>
1	200,000 Nos.	Rubber Pads 80 Lbs.	19882/A

### 02. ISSUE OF DOCUMENTS AND CLOSING TIME OF BID (CLAUSE 1 & 2 OF INSTRUCTIONS TO BIDDERS)

- (a) Bidding documents shall be issued from the Office of the Deputy General Manager (Procurement), Procurement Sub Department, Sri Lanka Railways, Olcott Mawatha, Colombo 10 up to **3.00 p.m.** on **17.01.2024** on payment of **LKR 11,375.00** as a non-refundable document fee.
- (b) Bid forms 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 14 under Instructions to the Bidders, shall be addressed to the following address:
- The Chairman,  
Department Procurement Committee (Major),  
Sri Lanka Railways,  
Office of the Deputy General Manager (Procurement),  
Olcott Mawatha, Colombo 10.
- (d) Bids shall be closed at **2.00 p.m.** on **18.01.2024** 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 INSTRUCTIONS TO BIDDERS)

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 INSTRUCTIONS TO BIDDERS)

The amount of bid security shall be **Rs.450,000.00** (Rupees Four Hundred Fifty Thousand) only.



05. **PERFORMANCE SECURITY (CLAUSE 6 UNDER GCC)**

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 the Sri Lanka Railways.

06. **INSPECTIONS AND TESTS (GCC CLAUSE – 7)**

All inspection work shall be performed by Chief Engineer (Way & Works), Sri Lanka Railways:

- a) 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 materials 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 Sri Lanka Railways, the material so rejected.

07. **DELIVERY AND DOCUMENTS**

- 7.1 Goods shall be delivered within **Four (04)** months from the date contract agreement signed.

08. **WARRANTY (GCC – 09)**

- 8.1 The supplier will be required to guarantee the goods supplied for a period of twenty-four (24) months from the date of acceptance by the purchaser. Goods which fails during the guarantee period of twenty four (24) months owing to faulty design, inferior material or bad workmanship shall be replaced by the supplier within 3 months.

- 8.2 The 5% of the contract price retained as per Clause 9.1(b) below will be released after the successful completion of the total guarantee period.

09. **PAYMENT (GCC CLAUSE – 10)**

9.1 Payment 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 and Works), Sri Lanka Railways that the goods supplied conform to Sri Lanka Railway Specifications
- (b) The balance 05% of the Contract Price of the delivered goods shall be paid on completion of the contract pursuant to Clause 08 of SCC.

The purchaser shall release the payment specified under Clause 9.1(b) above at the request of the supplier, provided the supplier submits a Bank Guarantee as per specimen form given in appendix “B” issued by a registered Bank operating in Sri Lanka, acceptable to the purchaser.

10. **LIQUIDATED DAMAGES (GCC CLAUSE – 15)**

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.

11. **NOTICES (GCC CLAUSE – 22)**

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

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

Information Copy - Not for Bidding

**FORM OF BID**

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

**PROCUREMENT FOR THE SUPPLY OF 200,000 NOS. RUBBER PADS  
 TO SUIT 80 LBS. CONCRETE SLEEPERS  
 PROCUREMENT No. SRS/F.7957**

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 supply the materials referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Bid Price of Rupees ..... (in figures) ..... (in letters). The makeup of the aforesaid total Bid Price is given in the accompanying Price Schedules.

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 as part of my/our bid:

	Page Nos.
a) Covering letter [if any]	.....
b) Bid Bond	.....
c) Official bidding document – duly perfected	.....
d) Documentary evidence in proof of capability, ability and the past experience in manufacturing /supplying similar goods.	.....
e) Brochures, catalogues etc.	.....
f) Any other applicable document	.....
g) Period of supplier's warranty and statement as per Clause 8 of SCC	.....
h) Delivery of goods as per Clause 7 of SCC	.....
i) 05 (five) samples of item offered.	.....
j) 500 grams unvulcanized rubber compound	.....

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 therefore.

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

Date: .....

.....  
 Signature of Bidder

Name of Bidder: .....

Postal address: .....

.....

E-mail Address: .....

Telephone Number:.....

Cable: .....

Telex: .....

Fax: .....

Information Copy - Not for Bidding

**BILL OF QUANTITIES AND SHCHEDULE OF PRICE**  
**PROCUREMENT FOR THE SUPPLY OF 200,000 NOS. RUBBER PADS**  
**TO SUIT 80 LBS. CONCRETE SLEEPERS**  
**PROCUREMENT No. SRS/F.7957**

Item No.	Description	Quantity In Nos.		Unit Price (Rs.)	15% VAT (Rs.)	Unit Price with VAT (for 01 pad) (Rs.)	Total Price for 200,000 Nos. Rubber pads (with VAT) (Rs.)
01	Rubber Pads to suit 80 Lbs. Concrete Sleepers	200,000	In words				
			In figures				

- (a) VAT Registration No: .....
- (b) If not submitted, reasons for non-submission of VAT Registration No. ....
- (c) Name & Address of the Bidder: .....
- .....
- .....
- .....

Date: .....

Signature of Bidder: .....

## APPENDIX "A"

**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 21 of the Instructions to Bidders (hereinafter "the ITB") and Clause 25 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 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 date of certificate of acceptance of the goods} 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 FOR THE SUPPLY OF 200,000 NOS. RUBBER PADS  
TO SUIT 80 LBS. CONCRETE SLEEPERS****PROCUREMENT No. SRS/F.7957**

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 purchaser), General Manager of Sri Lanka Railways, Railway Headquarters, Colombo, Sri Lanka, (hereinafter called and referred to as "The General Manager", 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 purchaser), General Manager, as aforesaid and his successors in the said office for the time being and the officers, who for the time being are acting in the office of or are performing the functions now exercised by the 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 as and where the context so requires or admits of construction mean and include the said .....(the supplier), its legal successors and permitted assigns), of the OTHER PART.

WHEREAS the General Manager has invited bids for the supply of ..... morefully described in the schedule (annexed hereto marked X-1) to Sri Lanka Railways and the General Manager has accepted 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:-

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 is 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, Bill of Quantity/Price Schedule, Specification Nos. .... and Drawing Nos. .... and ..... (annexed hereto marked X-2).



- (b) Offer No. .... dated ..... submitted by the Supplier (annexed hereto marked X-3).
  - (c) The Letter of Award sent by the Purchaser to the Supplier bearing No.: ..... dated ..... (annexed hereto marked X-4).
  - (d) The Supplier's acknowledgement No. .... dated ..... to the letter of award aforesaid (annexed hereto marked X-5).
  - (e) Memorandum of Understanding (if any) (annexed hereto marked.....).
3. The Supplier shall supply the goods in conformity in all respects with provision 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 the General Manager to the Supplier hereinafter mentioned.
  4. The General Manager 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.
  5. This agreement shall come into operation only upon the furnishing of the Performance Bond by the Supplier 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:

**Purchaser's Address:**

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

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)

**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 Supplier has caused its Common Seal to be affixed hereunto and to 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

.....  
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: .....  
.....

