

SRI LANKA RAILWAYS**PROCUREMENT NOTICE****PROCUREMENT FOR THE SUPPLY OF 40,000 NOS. BOLTS & NUTS
AND 10,000 NOS. 88 Lbs. DOG SPIKES TO SRI LANKA RAILWAYS****PROCUREMENT No. SRS/F.8010**

01. The Chairman, Department Procurement Committee (Major), Sri Lanka Railways, will receive sealed bids from Manufacturers/Suppliers for the Procurement for the supply of 40,000 Nos. Bolts & Nuts and 10,000 Nos. 88 Lbs. Dog Spikes to Sri Lanka Railways as shown below on an International Competitive Bidding Basis. The bidders may submit their bids directly or through an accredited agent registered in Sri Lanka and empowered by them with Power of Attorney. The Manufacturers/ Suppliers shall have Certificate of performance issued by the user organizations for the supply of following items on an International Competitive Bidding Basis.

Item No	Description	Qty
01	Fish Bolts & Nuts 80 Lbs.	10,000 Nos.
02	Fang Bolts & Nuts 7 ½" x ¾"	10,000 Nos.
03	Fang Bolts & Nuts 8 ½" x ¾"	6,000 Nos.
04	Crossing Bolts with Nuts 6" x 7/8"	1,500 Nos.
05	Crossing Bolts with Nuts 9" x 7/8"	2,000 Nos.
06	Crossing Bolts with Nuts 10" x 7/8"	1,500 Nos.
07	Crossing Bolts with Nuts 12" x 7/8"	1,500 Nos.
08	Bridge Hook Bolts & Nuts 8" x ¾"	2,500 Nos.
09	Bridge Hook Bolts & Nuts 9" x ¾"	2,000 Nos.
10	Bridge Hook Bolts & Nuts 11" x ¾"	1,500 Nos.
11	Bridge Hook Bolts & Nuts 14" x ¾"	1,500 Nos.
12	Dog Spikes 88 Lbs.	10,000 Nos.

02. All items evaluated and awarded together.
03. Bids shall be submitted only on the forms in English Language obtainable from the Office of the Deputy General Manager (Procurement), Olcott Mawatha, Colombo 10, Sri Lanka or Sri Lanka Missions abroad up to 3.00 p.m. (Sri Lanka Time) on **02.09.2024** on payment of a non-refundable document fee of **Rs.7,550.00** or an equivalent sum in a freely convertible currency.
04. Bids will be closed at 2.00 p.m. (Sri Lanka Time) on **03.09.2024**.
05. The Bidder shall furnish a bid security amounting to **Rs.280,000.00 (Two Hundred Eighty Thousand Rupees)** or an equivalent sum in a freely convertible currency as a part of their Bid.
06. Sealed bids shall 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, Sri Lanka.

07. Bidding documents may be inspected free of charge at the Office of the Deputy General Manager (Procurement), Olcott Mawatha, Colombo 10.

Telephone Nos: 94(11) 2438078/ 94(11) 2436818

Fax No. 94(11) 2432044

E-mail: tender2@railway.gov.lk

Website: www.railway.gov.lk

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

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 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.

3. ELIGIBLE BIDDERS

The Bidders shall submit certificates as per SCC Clause 2(e) (I) and (II) as documentary proof of ability and capability to supply the items, along with the past records of supplying the items to other international organizations according to the International Standards mentioned in the specifications given in this Bidding Document 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 in the procurement 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. (a) Content of bidding

The Bidding Documents contains following items:

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 Agreement
10. Sri Lanka Railways Specification
11. Drawings
12. The List of Foreign Missions abroad.

(b) Bidders are required to:

- (i) Submit the following documents with the required information, arranged in the given order:
 - a) Covering letter (if any)
 - b) Bid Security as per Clause 12 – Instructions to Bidders (ITB).
 - c) Legally executed Power of Attorney (where applicable) - Clause 15 of ITB
 - d) Certificate of Registration with the Registrar of Contracts (where applicable) - Clause 14 of ITB.
 - e) Official Bidding Document – Clause 1 of ITB
 - (i) Schedule of Price – Duly perfected and signed.
 - (ii) Form of Bid – Duly perfected and signed.
 - f) Documentary evidence in proof of manufacturer’s ability, capability and the past experience in manufacturing/supplying similar goods and certificates – Clause 3 of ITB.
 - g) Delivery period (as per Clause 7 of SCC).
 - h) Warranty of the items supplied (as per Clause 8.1 of SCC).
 - i) Supplier’s own specification.
 - j) Supplier’s drawings.
 - k) Quality Management System Standard Certificate for the manufacture of Bolts & Nuts and Dog Spikes (as per Clause 02 (e) (i) of SCC).
 - l) Brochures, catalogues etc.
 - m) Any other applicable documents such as technical support provided by the supplier.
 - (ii) All pages of the Bidding Document submitted should be numbered and indicate the page numbers appropriately in the Form of Bid.
 - (iii) The bidder 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.
- (c) The successful bidder will be requested to submit 04 Nos. samples of each Bolt & Nut and 04 Nos. 88 Lbs. Dog spikes with required Test Certificates of physical and chemical composition of the samples within 01 (one) month from the date of L/C opened. The bulk production of the items shall commence only after the receipt of the acceptance letter issued by the SLR for the samples supplied.

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, which is freely convertible.

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 (or equivalent amount in a freely convertible currency) 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 withdraw 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 27 of Instructions to Bidders or
 - (2) to furnish the performance security in accordance with Clause 07 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 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 ITB Clause 16 (1), (2)(a) & (b).

14. **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 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 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 contract, in the event of the offer being awarded.

The Power of Attorney should be attested by 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 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, Sri Lanka Railways 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 (b), 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 of the Procurement Committee 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.

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 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 16, 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

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' 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.

21. **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.

22. **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.

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. **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.

26. 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.

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 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.

28. DETAILS OF LOCAL AGENTS

- a) All bidders of bids, the value of which exceeds Rs.250 million shall furnish the following information along with the bid, if the bidder uses a local agents(s) -
- (i) the name and address of the local agents(s),
 - (ii) the year of registration of the business of the local agents(s),
 - (iii) a certified copy of the audited accounts of the local agents(s) for any one of the two years immediately preceding the date of submission of bids or proposals, audited by an independent external auditor in accordance with the Sri Lanka Accounting Standards, and
 - (iv) all details of commissions or gratuities, if any, paid or to be paid to the local agents(s) connected with or relating to the bid or proposal up to contract execution if the bidder is awarded the contract, including any fees payable.
- b) The bids will be rejected, if
- (i) the bidder fails to furnish any of the information specified above,
 - (ii) the accounts of the local agents(s) for any one of the two financial years immediately preceding the date of submission of bids or proposals have not been audited by an independent external auditor in accordance with the Sri Lanka Auditing Standards, and
 - (iii) the audited report does not confirm that the accounts of the local agent(s) has been prepared in accordance with the Sri Lanka Accounting Standards.
- c) Bidders may submit bids without local agent(s), too.

GENERAL CONDITIONS OF CONTRACT (GCC)

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 materials, 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.

3. COUNTRY OF ORIGIN

- 3.1 The country of origin shall be clearly stated by the bidder for each item to be purchased in the offer.
- 3.2 For purposes of this clause "Origin" means the place where the Goods were mined, grown or manufactured or from which the Services are supplied.
- 3.3 The origin of Goods and Services is distinct from the nationality of the supplier.

4. **STANDARDS**

The goods supplied under this contract shall conform to SLR Specifications issued with this bidding document. 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 SLR Specifications will not be accepted. If required in the SLR Specifications in the Bidding Document, copies of the ISO 9001: 2008 certificates issued by an Accredited Certification Organization, for the manufacture of all the items to be supplied shall be submitted with the Bid.

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. **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.

7. **PERFORMANCE SECURITY**

7.1 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.

7.2 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.

7.3 The performance security shall be denominated in the currency of the Contract, in a freely convertible currency acceptable to the Purchaser or in Sri 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.

7.4 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.

8. **INSPECTIONS AND TESTS**

8.1 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.

8.2 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.

8.3 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.

8.4 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.

8.5 Nothing in GCC Clause 8 shall in anyway release the Supplier from any warranty or other obligations under this Contract.

9. **PACKING**

9.1 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.

9.2 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.

10. DELIVERY AND DOCUMENTS

- 10.1 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.
- 10.2 For purposes of the Contract “FOB”, “CIF”, “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.
- 10.3 Documents to be submitted by the Supplier are specified in SCC.
- 10.4 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 17 & 18 and SCC Clause 10.

11. TRANSPORTATION

- 11.1 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.
- 11.2 Where the supplier is required under the Contract to deliver the Goods, CIF or CFR transport of the Goods to the Port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract shall be arranged and paid for by the supplier, and the cost thereof shall be included in the quoted CIF or CFR Contract Price.

12. WARRANTY

- 12.1 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 under normal use of the country of final destination.
- 12.2 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.
- 12.3 The Purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

12.4 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.

12.5 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.

13. **PAYMENTS**

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

13.2 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 10 and upon fulfillment of other obligations stipulated in the contract.

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

14. **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.

15. **MODIFICATION**

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

16. **ASSIGNMENT**

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

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

17.1 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 10.4 under GCC.

17.2 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.

18. LIQUIDATED DAMAGES

Subject to GCC Clause 17.1, 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 19.

19. TERMINATION

19.1 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 17 or
- (b) If the supplier fails to perform any other obligation(s) under the Contract.

19.2 In the event Purchaser terminates the contract in whole or in part, pursuant to GCC Clause 19.1 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.

20. FORCE MAJEURE

20.1 Notwithstanding the provisions of GCC Clause 17, 18 and 19, 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.

20.2 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.

20.3 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.

21. TERMINATION FOR INSOLVENCY

The Purchaser may at any time 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.

22. 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.

22.1 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.

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

22.3 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.

22.4 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.

22.5 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.

23. **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.

24. **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.

25. **APPLICABLE LAW**

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

26. **NOTICES**

26.1 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.

26.2 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, Railway Headquarters, Olcott Mawatha, Colombo 10, Sri Lanka from the manufacturers/suppliers eligible to quote for the Procurement for the supply of 40,000 Nos. Bolts & Nuts and 10,000 Nos. 88 Lbs. Dog Spikes to be used in the Rail Track as detailed in the Schedule of Requirements / Price Schedule and the Technical Specifications given in Appendix "D" to this Bidding Document.

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

(a) Bidding documents shall be issued from the Office of the Deputy General Manager (Procurement), Olcott Mawatha, Colombo 10 and/or from the Sri Lanka Missions abroad specified in Appendix 'E' to this document up to **3.00 p.m.** (Sri Lanka time) on **02.09.2024** on payment of **LKR.7,550.00** or an equivalent sum in a freely convertible currency as a non-refundable document fee.

(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 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, Sri Lanka.

(d) Bids shall be closed at **2.00 p.m.** (Sri Lanka Time) on **03.09.2024** at the Office of the Deputy General Manager (Procurement), Procurement Sub Department, Olcott Mawatha, Colombo 10, Sri Lanka and shall be opened immediately after closing of bids.

(e) (i) The manufacture/supply of Bolts & Nuts and Dog Spikes shall be undertaken by firms certified to ISO 9001:2008 or an equivalent International Quality Management System Standard acceptable to the purchaser. The Quality Management Certificate is not acceptable if the period of validity mentioned therein has ceased at the time of submission of the offers.

(ii) Manufacturers shall have certificates of performance issued by the user organizations for the supply of minimum bulk quantity of 100,000 Nos. Bolts & Nuts on an International Competitive Bidding Basis and minimum 50,000 Nos. Dog Spikes for the Local Market within last five (05) years.

03. **CLARIFICATIONS (CLAUSE 07 UNDER INSTRUCTIONS TO BIDDERS)**

All requests for clarifications shall be submitted earlier than 20 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.280,000.00 (Sri Lankan Rupees Two Hundred Eighty Thousand)** only or equivalent amount in freely convertible currency.

05. **PERFORMANCE SECURITY (CLAUSE 7 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 - 8)**

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

6.1 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 Sri Lanka Railways, the material so rejected.

6.2 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.

6.3 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.

6.4 Without prejudice to the Inspector's right of final inspection under Paragraphs (6.1) and (6.2) of this Clause, the inspector may inspect and reject any of the work in the course of manufacture.

6.5 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.

- 6.6 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.

- 6.7 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 08 of SCC hereof, notwithstanding any certificate or approval previously issued by the Inspector.
- 6.8 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.
- 6.9 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.

07. DELIVERY AND DOCUMENTS

- 7.1 Goods shall be shipped/delivered within five (05) months from the date of opening of the Letter of Credit. Samples shall be submitted as per Clause 06 (c) of ITB.
- 7.2 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, and Port of Discharge with the expected date of arrival. (Fax No.094 (011) 2432044).
- 7.3 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:-

The General Manager,
Sri Lanka Railways,
Railway Headquarters,
Olcott Mawatha, Colombo 10, Sri Lanka.
Order No: SRS/F.8010

- (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 center 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.8010
 Deputy General Manager (Procurement),
 Sri Lanka Railways,
 P.O. Box 1347,
 Colombo 10, Sri Lanka.

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

7.4 The Supplier shall forward copies of the above documents in duplicate to the purchaser by Courier Service immediately on shipment of goods.

08. **WARRANTY (GCC – 12)**

- 8.1 The supplier will be required to guarantee the goods supplied for a period of one (01) year from the date of acceptance by the purchaser. 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 of one (01) year owing to faulty design, inferior material or bad workmanship.
- 8.2 The 05% (five percent) of the contract price retained as per Clause 9.1(c) below will be released after the successful completion of the guarantee period.

09. PAYMENT (GCC CLAUSE – 13)

9.1 Payment shall be made as follows:

- (a) 80% of the contract price of the goods delivered (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 07 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 08 of SCC.

The purchaser shall release the payment specified under Clause 9.1(c) above 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.

10. LIQUIDATED DAMAGES (GCC CLAUSE – 18)

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 – 26)

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

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

12. LOCAL AGENT

The bidder shall declare the name and address of Local Agent, if any, and the amount to be paid to the Local Agent as their commission, which shall be included in the total FOB price and confirm having done so. The Local Agent's commission will 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.

FORM OF BID

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

**PROCUREMENT FOR THE SUPPLY OF 40,000 NOS. BOLTS & NUTS
AND 10,000 NOS. 88 Lbs. DOG SPIKES TO SRI LANKA RAILWAYS
PROCUREMENT No. SRS/F.8010**

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 the Schedules thereto, do hereby undertake to supply the items referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Bid Price of (In figures)..... (In letters). The make up 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 attach hereto the following documents as part of my/our bid:

	<u>Page Nos.</u>
a) Covering letter [if any]
b) Bid security as per Clause 12 - Instructions to Bidders (ITB)
c) Legally executed Power of Attorney (Where applicable) - Clause 15 of ITB
d) Certificate of Registration with the Registrar of Contracts (Where applicable) - Clause 14 of ITB.
e) Official bidding document – Clause 1 of ITB:	
i) Schedule of Price – Duly perfected and signed.
ii) Form of Bid – Duly perfected and signed.
f) Eligible Bidders –	
(i) Quality Management System Standard Certificate as per Clause 2(e)(i) of SCC
(ii) Certificates of performance in supplying goods as per Clause 2(e)(ii) of SCC
g) Supplier's Specifications and Drawings
h) Warranty of the items supplied (as per Clause 8.1 of SCC)
i) Delivery period (as per Clause 7 of SCC)
j) Brochures, catalogues etc.
k) Any other applicable documents such as technical support provided by the supplier.

4 The successful bidder will be requested to submit 04 Nos. samples of each Bolt & Nuts and 04 Nos. 88 Lbs. Dog spikes with required Test Certificates of physical and chemical composition of the samples within 01 (one) month from the date of L/C opened. The bulk production of the items shall commence only after the receipt of the acceptance letter issued by the SLR for the samples supplied.

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

Date:.....

.....
Signature of Bidder

Name of Bidder:.....

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

E-mail Address:.....

Telephone Number:.....

Fax:.....

Details of the Local Agent, if applicable:

Name:.....

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

E-mail Address:.....

Telephone Number:.....

Fax:.....

PRICE SCHEDULE**PROCUREMENT FOR THE SUPPLY OF 40,000 NOS. BOLTS & NUTS
AND 10,000 NOS. 88 Lbs. DOG SPIKES TO SRI LANKA RAILWAYS
PROCUREMENT No. SRS/F.8010**

ITEM NO.	DESCRIPTION OF THE ITEMS	QTY		UNIT PRICE	TOTAL FOB PRICE	FREIGHT IN CSC VESSELS	FREIGHT IN OTHER VESSELS	TOTAL CFR PRICE IN CSC VESSELS	TOTAL CFR PRICE IN OTHER VESSELS
01.	Fish Bolts & Nuts 80 Lbs.	10,000 Nos.	In Figures						
			In Words						
02.	Fang Bolts & Nuts 7 1/2" x 3/4"	10,000 Nos.	In Figures						
			In Words						
03.	Fang Bolts & Nuts 8 1/2" x 3/4"	6,000 Nos.	In Figures						
			In Words						

04.	Crossing Bolts with Nuts 6" x 7/8"	1,500 Nos.	In Figures						
			In Words						
05.	Crossing Bolts with Nuts 9" x 7/8"	2,000 Nos.	In Figures						
			In Words						
06.	Crossing Bolts with Nuts 10" x 7/8"	1,500 Nos.	In Figures						
			In Words						

07.	Crossing Bolts with Nuts 12" x 7/8"	1,500 Nos.	In Figures						
			In Words						
08.	Bridge Hook Bolts & Nuts 8" x 3/4"	2,500 Nos.	In Figures						
			In Words						
09.	Bridge Hook Bolts & Nuts 9" x 3/4"	2,000 Nos.	In Figures						
			In Words						

10.	Bridge Hook Bolts & Nuts 11" x 3/4"	1,500 Nos.	In Figures						
			In Words						
11.	Bridge Hook Bolts & Nuts 14" x 3/4"	1,500 Nos.	In Figures						
			In Words						
12.	Dog Spikes 88 Lbs.	10,000 Nos.	In Figures						
			In Words						

Total	In Figures					
	In Words					

a) Percentage of the commission payable to the Local Agent mentioned in Form of Bid:.....

b) Whether price reductions/discounts are applicable:

c) Port of Loading:

d) Weight and measurement of packages or number of containers:

- N.B:**
1. Local Agent's commission shall be included in FOB price.
 2. Total FOB, freight and CFR prices shall be furnished (submission of unit price alone is not applicable).
 3. In the event of bidders offering price reductions/discounts, they should indicate the reduction prices in addition to the normal prices quoted.
 4. All matters related to the price should be indicated in this form.

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 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)}

APPENDIX "B"

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 40,000 NOS. BOLTS & NUTS
AND 10,000 NOS. 88 Lbs. DOG SPIKES TO SRI LANKA RAILWAYS****AGREEMENT No.: SRS/F.8010**

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, P.O. Box 355, 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 or expression as herein used as and where the context so requires or admits of construction mean and include the said (the supplier), its successors and permitted assigns), of the OTHER PART

WHEREAS the Department Procurement Committee (Major) has invited bids for the supply ofmorefully described in the schedule (annexed hereto marked X-1) to Sri Lanka Railways and the Department Procurement Committee (Major) 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) Bid 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 X-6).
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 the establishment of the Letter of Credit by the Purchaser 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.:094 011 2431177

Fax No.:094 011 2446490

E-mail: srs.slr@gmail.com

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

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

WITNESSES:

- | | |
|---------------------|---------------------|
| 1. Signature: | 2. Signature: |
| Name: | Name: |
| Designation: | Designation: |
| Address: | Address: |

At Colombo, Sri Lanka on this day of Two Thousand.....
The Common seal ofis affixed
hereto in the presence of, who do hereby attest the
sealing thereof.

WITNESSES:

- | | |
|---------------------|---------------------|
| 1. Signature: | 2. Signature: |
| Name: | Name: |
| Designation: | Designation: |
| Address: | Address: |

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, France, Federal Republic of Germany, Indonesia, Iran, Iraq, Italy, State of Israel, Japan, Jordan, Republic of Korea, State of Kuwait, Lebanon, Myanmar, Nepal, the Netherlands, Sultanate of Oman, the Philippines, Poland, State of Qatar, Russian Federation, Kingdom of Saudi Arabia, Sweden, Thailand, U.A.E and U.S.A.
2. The High Commissioner for the Democratic Socialist Republic of Sri Lanka in Australia, Bangladesh, Canada, India, Kenya, Malaysia, Republic of Maldives, Pakistan, Singapore, South Africa and United Kingdom.
3. The Consulate General of the Democratic Socialist Republic of Sri Lanka in Federal Republic of Germany and Norway.
4. The Deputy High Commissioner for the Democratic Socialist Republic of Sri Lanka in Madras.