

SRI LANKA RAILWAYS

INVITATION FOR BIDS

DISPOSAL OF WASTE ENGINE OIL AND EMPTY BARRELS

SRS/F.7929

01. The Chairman, Department Procurement Committee (Major), Sri Lanka Railways, Olcott Mawatha, Colombo 10, Sri Lanka will receive sealed bids for the disposal of Waste Engine Oil and Empty Barrels available at the following locations of Sri Lanka Railways for a period of one year from the date of Contract Agreement signed. The bid/s shall be awarded separately to the highest evaluated substantially responsive bid for each item.

	Items	Minimum Quantity (per year)	Locations		
1	Empty Barrels (210-liter barrel)	300 Nos.	CME's sub Department Ratmalana	CEM's sub Department Dematagoda	Maradana Railway Stores
2	Waste Engine Oil	10,000 liters	Railway Stores Maradana and Rathmalana		

02. Bids will be closed at **2.00 p.m.** on **28.11.2023**
03. Bids should be submitted on the forms obtainable from the Office of the Deputy General Manager (Procurement), Olcott Mawatha, Colombo 10, Sri Lanka up to **3.00 p.m.** on **27.11.2023** on payment of a non-refundable document fee of **Rs. 5,000/-** (Five Thousand) only.
04. A bid security for the amount of **Rs. 75,000.00** (Rupees Seventy Five Thousand) as mentioned in the bidding document shall be produced along with the bid.
05. Bids will be opened immediately after the closing at the Office of the Deputy General Manager (Procurement). Bidders or their authorized representatives are requested to be present at the opening of bids.
06. Sealed bids may be dispatched either by Registered Post or hand delivered to: -
 The Chairman,
 Department Procurement Committee (Major),
 Sri Lanka Railways,
 Office of the Deputy General Manager (Procurement),
 P.O. Box. 1347, Olcott Mawatha,
 Colombo.
07. Bidding documents may be inspected free of charge at the office of the Deputy General Manager (Procurement). For further details, please contact:

Tel. Nos. : 94 (11) 2438078 or 94(11) 2436818
 Fax No. : 94 (11) 2432044
 Email : tender2@railway.gov.lk
 Web Site : www.railway.gov.lk

The Chairman
 Department Procurement Committee (Major)
 Sri Lanka Railways

INSTRUCTIONS TO BIDDERS (ITB)**(A) GENERAL****01. GENERAL INFORMATION:**

Bids are called for the purchase and removal of the items mentioned in the Schedule of rates/ Price Schedule and in the Invitation for Bids. 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 payment of a non – refundable tender fee indicated therein.

02. CLOSING OF BIDS:

Bids shall be sealed in accordance with Clause 15 of the Instructions to Bidders. The address to which bid 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 addresses mentioned in Clause 2 of SCC before the closing time.

03. ELIGIBLE BIDDERS:

The bidders who are personally satisfied of their capability in purchasing the items advertised in this disposal can submit the bid.

04. ONE BID PER TENDER:

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

05. COST OF BIDDING:

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

(B) BIDDING DOCUMENTS**06. CONTENTS OF BIDDING**

(a) The bidding documents are those stated below:

1. Invitation for Bids
2. Instructions to Bidders
3. General Conditions of Contract
4. Special Conditions of Contract
4. Form of Bid.
6. Schedule of Rate/Price Schedule
7. Form of Bid Security
8. Form of Security Bond
9. Contract Agreement

- (b) Bidders are requested to:
- (i) Submit the following documents with the required information, arranged in the given order: -
 1. Covering letter (if any)
 2. Bid Security – Clause 12 – Instructions to Bidders
 3. Official Bidding Document – Clause 1 - Instructions to Bidders
 - i) Form of Bid – Duly Perfected and signed
 - ii) Schedule of Rates – Duly Perfected and signed
 4. Any other applicable document
 - (ii) All pages of the Bidding Documents 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.

07. **CLARIFICATION OF BIDDING DOCUMENTS**

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

08. **AMENDMENT OF BIDDING DOCUMENTS**

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

(C) PREPARATION OF BIDS

09. **LANGUAGE OF BIDS**

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

10. **CURRENCIES OF BID**

The bidder shall quote the prices in Sri Lanka Rupees.

11. **BID VALIDITY**

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

12. **BID SECURITY**

- a) The bidder shall furnish, as part of his bid, a bid security specified in SCC Clause 04.
- b) The Bid Security shall be in the form of Bank Guarantee from a Registered Bank in Sri Lanka acceptable to the seller or a cash receipt by Chief Financial Officer of Sri Lanka Railways.
- c) The format of the Bank Guarantee shall be in accordance with the form of Bid Security included in Appendix "A"
- d) Bid Security shall remain valid for a period of 150 days from the date of opening of bids, However, the bidder should agree to extend this period of validity if requested by the seller.
- e) The Bid Security of a joint venture must be in the name of the joint venture submitting the bid.
- f) Any Bid not accompanied by an acceptable bid security, will be rejected by the Seller as non-responsive.
- g) The Bid Security may be forfeited.
 - I. if a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form or,
 - II. In the case of successful bidder, if the bidder fails.
 - (i) To sign the contract in accordance with Clause 26 of Instructions to bidder
 - Or
 - (ii) To furnish the Security bond in accordance with Clause 03 of GCC.
- h) The Bid Securities of unsuccessful bidders will be returned as promptly as possible. The Bid Security of the successful bidder will be returned once the execution of the Contract is completed and the Security Bond is furnished by him.

13. **FORMAT AND SIGNING**

The bidder shall prepare one original set of the documents comprising the bid as described in Clause 06 of the instructions to the bidders and clearly marked "ORIGINAL". In addition, the bidder shall submit a further copy of the bid clearly marked "COPY". In the event of discrepancy between them, the original shall prevail. All bids are to be completed and returned to the seller in accordance with instructions and conditions attached hereto.

14. **REGISTRATION OF 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 Registrations should be submitted with the bid. The bid / s of bidders who fail to submit this certificate shall be rejected.

15. **SEALING & MARKING**

1. The bidder shall seal the original and the copy of the bid in two separate envelopes, duly marking as "ORIGINAL" and "COPY". Envelopes containing both original and the copy shall be sealed in one outer envelope.
2. The inner and outer envelopes shall –
 - a) be addressed to the Chairman, Department Procurement Committee (Major), as described in Clause 2 of the Instructions to Bidders.
 - b) bear the name of the contract as defined in the Bidding Documents and other particulars.

In addition to the identification required in Sub-Clause 15.2, (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 14.

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

16. **DEADLINE FOR SUBMISSION OF BIDS**

Bids must be received by the Chairman, Department Procurement Committee, at the address specified in Clause 02 of ITB in the Bidding Documents not later than the time of opening of Bids.

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

17. **LATE BIDS**

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

18. **MODIFICATION, SUBSTITUTION AND WITHDRAWAL**

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

The bidder's modifications, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of Clause 15, with the outer and inner envelopes additionally marked 'MODIFICATION' or 'WITHDRAWAL' or 'SUBSTITUTION' as appropriate. No bid may be modified by the bidder after the closing of bids.

(D) BID OPENING AND EVALUATION

19. **BID OPENING**

The Bid Opening Committee will open the bids, including withdrawals; substitutions and modifications, in the presence of bidders' designated representatives who chose to attend. The bidders' representatives, who are present, shall sign a register evidencing their attendance.

Envelopes marked 'WITHDRAWAL' and 'SUBSTITUTION' shall be opened first, and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened. The bidders' names, the bid prices, including any alternative bid price or deviation, any discounts, bid modifications and withdrawals, the presence (or absence) of bid security, and such other details as the seller may consider appropriate, will be read-out by the seller at the opening. Subsequently, all envelopes marked 'MODIFICATION' shall be opened and the submission therein read out in appropriate detail. No bid shall be rejected at bid opening except for late bids.

20. **CLARIFICATION OF BIDS**

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

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

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

22. **CORRECTION OF ERRORS**

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

23. **EVALUATION AND COMPARISON OF BIDS**

The seller will evaluate and compare only the bids determined to be substantially responsive and the order is awarded separately to the highest evaluated substantially responsive bid for each item.

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

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

25. **NOTIFICATION OF AWARD**

Prior to expiration of bid validity, the seller will notify the successful bidder(s) by fax, confirmed by a registered letter, that his bid has been accepted. The notification of award will constitute the formation of the contract.

26. **SIGNING OF AGREEMENT**

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

All expenses incurred in the preparation of the Agreement will be borne by the General Manager, Sri Lanka Railway and stamp duty to be paid to the Commissioner General of Inland Revenue and Registration fees to register the contract under the public Contract Act No. 3 of 1987 shall be borne by the successful bidder.

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

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

- a) 'The Contract' means the agreement entered into by and between the Seller and the Buyer, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) 'The Contract Price' means the price payable to the seller under the contract for the full and proper performance of its contractual obligations.
- c) 'The Goods' means the materials, which the buyer is required to purchase from the seller under the contract.
- d) "ITB means Instructions to Bidders"
- e) 'GCC' means the General Conditions of Contract contained in this section.
- f) "SCC" means the Special Conditions of Contract contained in this section.
- g) 'The Seller' means the General Manager of Sri Lanka Railways, Democratic Socialist Republic of Sri Lanka.
- h) 'The Buyer' means the individual or firm who purchase the goods.
- i) 'Day' means calendar day.
- j) 'CME' means Chief Mechanical Engineer's Sub Department
- k) 'CEM' means Chief Engineer Motive Power's Sub Department

2. APPLICATION

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

3. SECURITY BOND

- 3.1 Within fourteen (14) days of receipt of the Notification of award of the Contract, the successful bidder shall furnish the security bond.
- 3.2 The proceeds of the security bond shall be payable to the seller as compensation for any loss resulting from the buyer's failure to complete his obligations under the Contract.
- 3.3 The security bond shall be in the form of a guarantee issued by a reputable Bank operating in Democratic Socialist Republic of Sri Lanka, acceptable to the seller. This shall be in the form provided in the bidding documents or in the form of a Bank Draft - Appendix "B".
- 3.4 The security bond will be discharged by the seller and returned to the buyer after removal of all barrels and waste engine oils on successful completion of the buyer's performance obligations under the Contract.

4. **MODE OF PAYMENT**

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

5. **ASSIGNMENT**

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

6. **SUB-CONTRACT**

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

7. **REMOVAL OF ITEMS**

The buyer shall remove goods within 30 days from the receipt of delivery order from the seller.

8. **TRANSPORTATION**

The buyer shall make his own arrangement for the transport of the items within the department premises and the seller shall not be liable for provision of any labor, equipment etc for the purpose.

The buyer shall complete the removal of items from the Railway premises within the period allowed for him to take delivery of items or such extended period of time granted.

9. **WORKING HOURS**

Taking delivery of those goods purchased shall be done by the buyer during the normal working hours.

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

10. **LIQUIDATED DAMAGES**

If the buyer fails to remove the items within the period or such extended period as aforesaid, the seller shall be at liberty without prejudice to any other remedy breach of contract to recover from the buyer as liquidated damages a sum equivalent to **zero-point one percent (0.1%)** of the value of the items not taken delivery, for each day delay until all items are taken delivery, up to a maximum of **ten (10%)** percent of the contract price.

Once the maximum of **ten (10%)** percent of the contract price is reached, the seller may consider termination of the contract.

11. PRECAUTIONS ON TAKING DELIVERY OF GOODS

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

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

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

12. USE OF LOCAL LABOUR

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

13. TERMINATION

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

- (a) If the buyer fails to make the payments within the given period as per Clause 4 of GCC,
- (b) If the buyer fails to remove the goods from Railway premises within 30 days from the date of delivery order, or
- (c) If the buyer fails to perform any other obligation(s) under the Contract.

14. TERMINATION FOR INSOLVENCY

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

15. TERMINATION FOR CONVENIENCE

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

16. RESOLUTION OF DISPUTES

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

17. **APPLICABLE LAW**

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

18. **NOTICES**

Any notice given by one party and other pursuant to this Contract shall be sent to the other party in writing or by Facsimile or e-mail and confirmed in writing to the address given in the bidding document.

19. **AGREEMENT**

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

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SPECIAL CONDITIONS OF CONTRACT

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

1. SCOPE OF BID

Bids are invited, by the Chairman, Department Procurement Committee (Major), Sri Lanka Railways, Olcott Mawatha, Colombo 10, Sri Lanka from the parties/persons eligible to quote for the disposal of Waste Engine Oil and Empty Barrels available at following locations at Sri Lanka Railways for a period of one year from the date of Contract Agreement signed.

	Items	Minimum Quantity (per year)	Locations		
1	Empty Barrels (210-liter barrel)	300 Nos.	CME's sub Department Rathmalana	CEM's sub Department Dematagoda	Maradana Railway Staores
2	Waste Engine Oil	10,000 Liters	Railway Stores Maradana and Rathmalana		

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

- a) Bidding Document shall be issued from the office of the Deputy General Manager (Procurement), Olcott Mawatha, Colombo 10 on payment of a non-refundable document fee of Sri Lanka Rupees **5,000/-** (Rupees Five Thousand) only.
- b) Bid forms shall not be issued to any person whose name is in the list of Government Defaulting Contractors, individually or jointly with any other person.
- c) Bids sealed in accordance with Clause 15 under Instruction 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.

Bid shall be closed on **28.11.2023** at **2.00 p.m.** at the Office of the Deputy General Manager (Procurement), Olcott Mawatha, Colombo 10, and shall be opened immediately after closing of Bids.

3. CLARIFICATIONS (CLAUSE- 07 UNDER ITB)

All requests for clarifications shall be submitted earlier than 20 days prior to the deadline for submission of bids.

4. **BID SECURITY: (CLAUSE – 12 UNDER ITB)**

The amount of Bid Security shall be **Rs. 75,000.00** (Rupees Seventy Five Thousand) only.

5. **SECURITY BOND : (GCC CLAUSE 3)**

The amount of Security Bond shall be **Rs. 250,000.00** (Rupees Two Hundred Fifty Thousand) and valid for a period of 1 ¹/₂ (one and half) years from the date of award.

6. **PAYMENTS (GCC CLAUSE 04)**

The buyers shall make the payment for the goods available in the Department at the accept rate within **14 (Fourteen)** days from the date of received of such notice for payment.

7. **NOTICES (GCC CLAUSE 17)**

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

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

Information Copy - Not for Bidding

FORM OF BID

The Chairman,
 Department Procurement Committee (Major),
 Sri Lanka Railways,
 Office of the Deputy General Manager (Procurement),
 P.O. Box. 1347, Olcott Mawatha,
 Colombo.

DISPOSAL OF WASTE ENGINE OIL AND EMPTY BARRELS
SRS/F.7929

1. I/We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the "Information and Instructions to Bidders and Terms and Conditions of Bid" pertaining to the above Bid, along with Schedules thereto, do hereby undertake to purchase and removal of items referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Bid Price of Rupees.....
 (In figures)
 (In letters). The make up of the aforesaid total Bid Price is given in the accompanying Price Schedules.
2. I/We confirm that this offer shall open for acceptance for 120 days/ Days (**if not agree for 120 days, insert the date until which the bid is valid**) from the date of bid opening 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 Bond
c) Dully filled & Perfected Official bidding document	
i. Form of Bids
ii. Schedule of rates/Price Schedule
d) Any other applicable documents

Note: All the documents or photo copies submitted shall be legible and clear.

4. I/We understand that you are not bound to accept the highest bid and that you reserve the right to reject any or all bids or to accept any part of a bid without assigning any reasons therefor.
5. My/Our Bank reference is as follows:.....

Date:

.....
 Signature of Bidder

Name of Bidder :

Postal Address:

E-mail Address:

Telephone Number:

Fax:

**SCHEDULE OF RATES/ BILL OF QUANTITY FOR DISPOSAL OF WASTE ENGINE OIL AND
EMPTY BARRELS - SRS/F.7929**

Unit Basis

Item	Description	Place	Condition of the Item		Unite Price (Rs.)	VAT	Rate per unit for a period of one year with VAT
01	Empty Barrels	CME's sub department - Rathmalana	"A" Grade	In Figures			
				In Words			
			"B" Grade	In Figures			
				In Words			
		CEM's sub department - Dematagoda	"A" Grade	In Figures			
				In Words			
			"B" Grade	In Figures			
				In Words			
		Maradana Railway Stores	"A" Grade	In Figures			
				In Words			
			"B" Grade	In Figures			
				In Words			
02	Waste Engine Oil (Barrels/Liters)	Railway Stores Rathmalana		In Figures			
				In Words			
		Railway Stores Maradana		In Figures			
				In Words			

In addition to the price quoted above, all the taxes imposed by the Government at the time of award should be paid by the successful bidder.

Bids shall be awarded separately to the highest evaluated substantially responsive bid received against each item.

VAT Registration No.:

Date:

Signature of Bidder:

Name & Address of the Bidder:

.....
.....

Information Copy - Not for Bidding

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 the Instructions to Bidders (hereinafter "the ITB") Clause 22 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 Security Bond, 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 Security Bond issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to {insert date}.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

{Signature(s) of authorized representative(s)}

SPECIMEN FORM OF SECURITY BOND

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

Beneficiary: {Name and Address of Employer}

Date:

SECURITY BOND NO.:

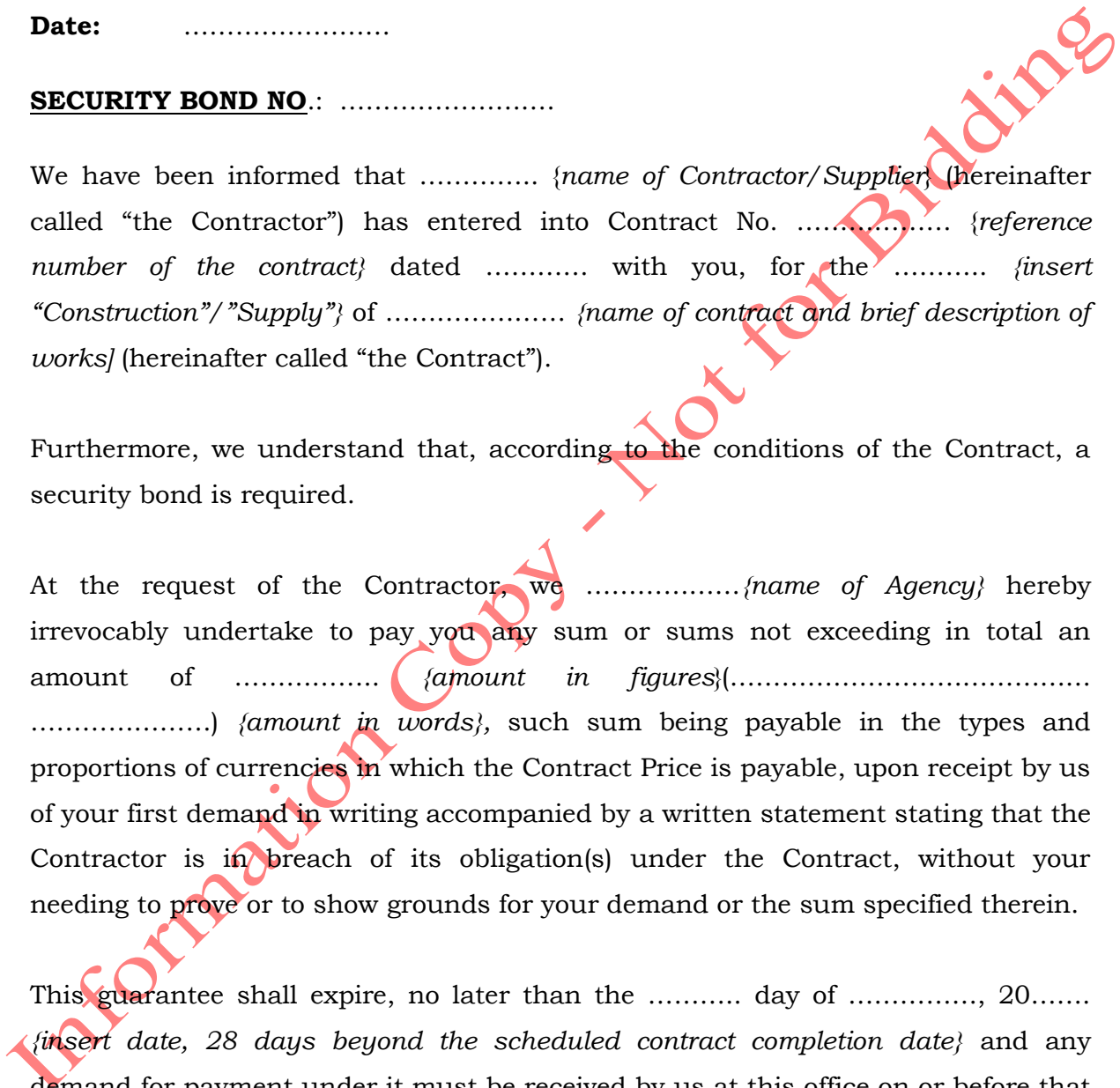
We have been informed that {name of Contractor/Supplier} (hereinafter called "the Contractor") has entered into Contract No. {reference number of the contract} dated with you, for the {insert "Construction"/"Supply"} of {name of contract and brief description of works} (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a security bond is required.

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

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

.....
{Signature(s)}



CONTRACT AGREEMENT**DISPOSAL OF WASTE ENGINE OIL AND EMPTY BARRELS**
AGREEMENT No. SRS/F.7929

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

01. The words and expression hereinafter referred to shall have the meaning assigned to them in the General Conditions of the Bidding Document, which is part and parcel of this Agreement.
02. The following documents shall be deemed to form, be read with and construed as part and parcel of this Agreement:
 - (a) The bidding document, which consists of General Conditions of Contract, Instructions to Bidders and Bill of Quantity/Price Schedule, (annexed hereto marked X-2).
 - (b) Bid dated submitted by the Buyer. (Annexed hereto marked X-3).
 - (c) Department Procurement Committee Approval No..... dated (Annexed hereto marked X-4)
 - (d) The Letter of Award No. dated issued by General Manager Sri Lanka Railways. (Annexed hereto marked X-5)

(e) The buyer's acknowledgement dated to the Letter of Award aforesaid. (Annexed hereto marked X-6)

(f) Security Bond No. dated (annexed hereto marked X-7)

03. The Buyer shall remove the goods in conformity in all respects with provisions of the contract more fully described in the General Conditions of Contract and special Conditions of Contract.

04. The Buyer shall pay the seller, the Contract Price at the times and in the manner described by the aforesaid Conditions of the Contract in consideration of the purchase of goods.

05. This Agreement shall come into operation only upon the furnishing of the Security Bond by the Buyer and signing of this Contract by both Parties.

06. All notices and or communications to be served by either Party to this Contract shall be served at the following addresses:

General Manager, Sri Lanka Railway's Address

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

Telephone No: 94 11 2431177

Fax No: 94 11 2446490

E-mail: tender2@railway.gov.lk
gmrslr@sltnet.lk

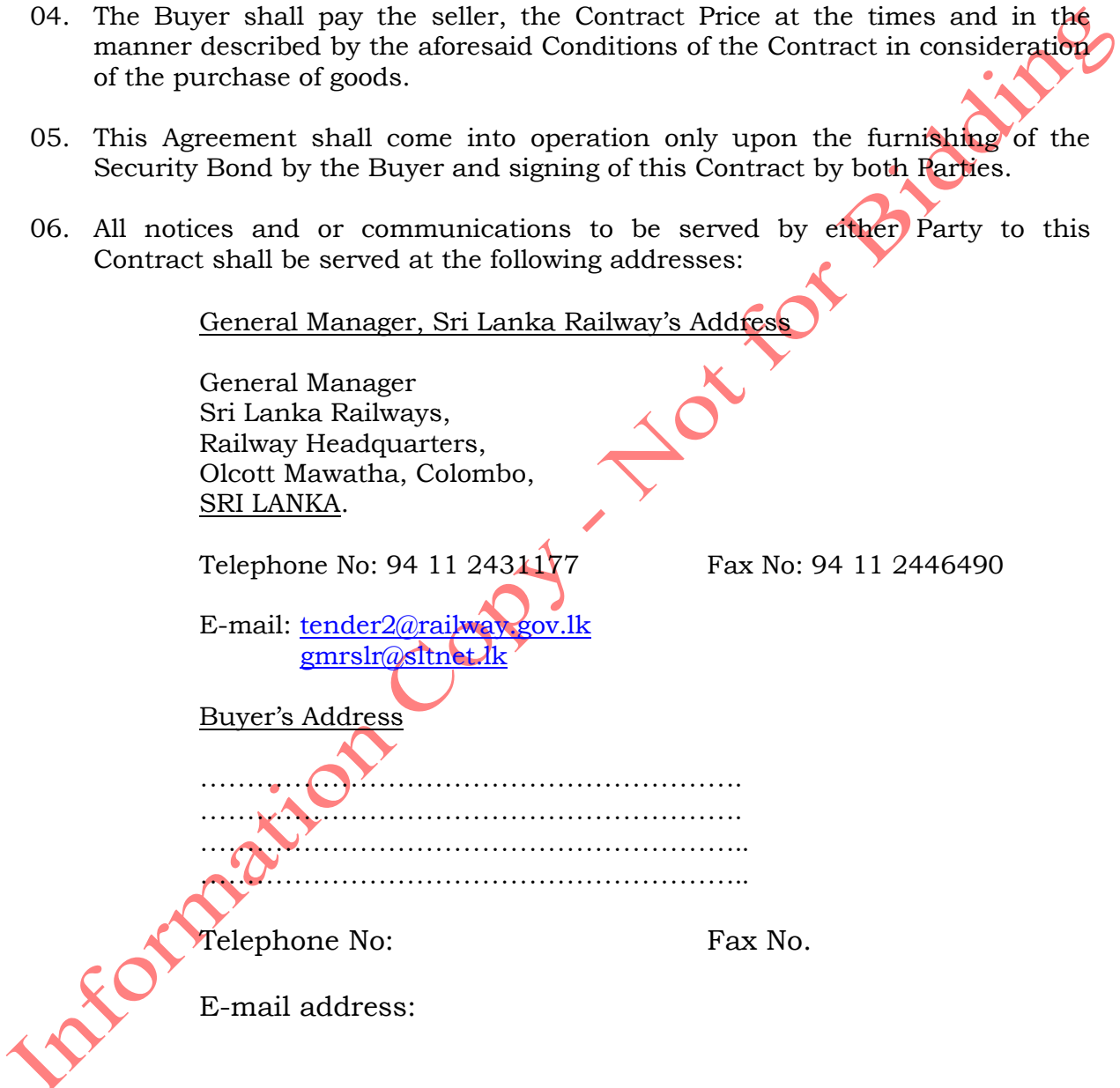
Buyer's Address

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

Telephone No:

Fax No.

E-mail address:



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

At Colombo, Sri Lanka on thisday ofTwo Thousand.....

.....
On behalf of

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

WITNESSES:

01. Signature :
Name :
Address :

01. Signature:
Name:
Address:

02. Signature :
Name :
Address :

02. Signature:
Name:
Address:

