

# SRI LANKA RAILWAYS

## PROCUREMENT NOTICE

### PROCUREMENT FOR THE PREPARATION AND FRAMING OF CUSTOMS ENTRIES, CUSTOM AND SRI LANKA PORTS AUTHORITY DOCUMENTATION, CLEARANCE AND DELIVERY OF RAILWAY CARGO FROM THE PORT OF COLOMBO/ COLOMBO INTERNATIONAL AIRPORT KATUNAYAKE TO RAILWAY STORES AT MARADANA / RAGAMA / RATMALANA / DENTAGODA FOR TWO YEARS.

01. The Chairman, Department Procurement Committee (Major), Sri Lanka Railways, will receive sealed bids from experienced contractors who handle wharf clearance including delivery of cargo for at least 10 years, for the Preparation, Framing of Entries, Customs and Sri Lanka Ports Authority Documentations, Clearance and Delivery of Railway Cargo on National Competitive Bidding basis.
02. Bids will be closed at 2.00 p.m. (Sri Lanka time) on **23.08.2023**.
03. Bids should be submitted only on the forms obtainable from the Office of the Deputy General Manager (Procurement), Olcott Mawatha, Colombo 10, Sri Lanka up to 3.00 p.m. on **22.08.2023** on payment of a non-refundable document fee of Sri Lanka **Rs.10,000.00 (Rupees Ten Thousand)** only.
04. A bid security for the amount of **Rs.200,000.00 (Rupees Two Hundred Thousand)** as mentioned in the bidding document shall be produced along with the bid.
05. Bids will be opened immediately after the closing time of the bids at the Office of the Deputy General Manager (Procurement). Bidders or their authorized representatives are requested to be present at the opening of bids.
06. Sealed bids should 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).

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

Fax No. 94(11) 2432044

E-mail: [tender2@railway.gov.lk](mailto:tender2@railway.gov.lk)

Website: [www.railway.gov.lk](http://www.railway.gov.lk)

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

Ref. No.: SRS/F.7915

**INSTRUCTIONS TO BIDDERS****(A) GENERAL****1. GENERAL INFORMATION**

Bids are called for the service mentioned in Clause 01 of the SCC and in the Procurement Notice. Bids should be submitted in the forms obtainable from the Office specified in Clause 02 of SCC, until the date and time mentioned in the SCC on payment of a non-refundable document fee indicated therein.

**2. CLOSING OF BIDS**

Bids shall be sealed in accordance with Clause 13 of the Instructions to Bidders. The address to which bids shall be addressed, closing time of bids, opening time of bids and the place of opening of bids are stated in Clause 02 of SCC. Bids shall be submitted before the closing time of bids. If a bidder so wishes he may hand over the sealed bid personally or through an agent, to the Officer who is authorized to accept and acknowledge it before the closing time or may be deposited in the box kept for this purpose at the address mentioned in Clause 02 of SCC before the closing time.

**3. ELIGIBLE BIDDERS**

The bidders shall submit documentary proof of ability, capability and 10 (ten) years' experience in providing the above services along with the past records of such services provided to other organizations and performance certificates issued by them. Duly perfected schedule 'C' form shall also be submitted with regard to the availability of vehicles and labour together with the documentary proof.

**4. ONE BID PER DOCUMENT**

Each bidder shall submit only one bid per document and who submit more than one bid in a document 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 Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**(B) BIDDING DOCUMENTS****6. CONTENT OF BIDDING**

(a) The bidding documents are those stated below:

1. Invitation for Bids – Procurement Notice
2. Instructions to Bidders
3. General Conditions of Contract (GCC)
4. Special Conditions of Contract (SCC)
5. Schedule "A" Rates for Framing Entries, Customs and Sri Lanka Ports Authority Documentation work.

6. Schedule "B" Rates for Location Collection and Delivery of Yard Cargo and Warehouse Cargo.
7. Schedule "C" Particulars of Transport Facilities and Labour
8. Form of Bid
9. Form of Bid Security
10. Form of Performance Security
11. Form of Contract Agreement

(b) Bidders are required to:

- (i) Submit the following documents with the required information, arranged in the given order:
  - 1) Covering letter (if any)
  - 2) Bid Security - Clause 11 – Instructions to Bidders
  - 3) Official Bidding Document Clause 1 – Instructions to Bidders.
    - i.) Form of Bid – Duly perfected and signed
    - ii.) Schedule of Rates and Particulars of Transport & Labour "A", "B" & "C" – Duly perfected and signed.
  - 4) Documentary evidence in proof of contractor's ability, capability and the past experience in performing the services required with performance certificates and the availability of vehicles, labour as per the contract – Clause 3 – Instructions to Bidders
  - 5) Any other applicable document
- (ii) All pages of the Bidding Document submitted should be numbered and indicate the page numbers appropriately in the Form of Bid.
- (iii) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed and authenticated by the person or persons signing the bid.
- (iv) The bid prices/rates shall be in words as well as in figures, and if there is a discrepancy between those, the amounts written in words shall be taken as correct.
- (v) Bidders should follow the above instructions on the bid carefully and any failure will result the bid being treated as non-responsive.

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

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

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

11. **BID SECURITY**

- (a) The bidder shall furnish, as part of his bid, a bid security as specified in SCC.
- (b) The bid security shall be in the form of Bank guarantee from a registered Bank in Sri Lanka, acceptable to the Employer.
- (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 Employer.
- (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 Employer as non-responsive.
- (g) The bid security may be forfeited:
  - (i) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form or,
  - (ii) In the case of successful bidder, if the bidder fails –
    - (1) to sign the contract in accordance with Clause 24 of Instructions to Bidders or
    - (2) to furnish the performance security in accordance with Clause 04 of General Conditions of Contract.
- (h) The bid securities of unsuccessful bidders will be returned as promptly as possible. The bid security of the successful bidder will be returned once the execution of the Contract is completed and the Performance Bond is furnished by him.

12. **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 Employer in accordance with the instructions and conditions attached hereto.

13. **SEALING AND MARKING**

- (1) The bidder shall seal the original and the copies of the bid in two separate envelopes, duly marking the envelopes 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, Department Procurement Committee (Major), Sri Lanka Railways as provided 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 13(2), the inner envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 15.

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

14. **DEADLINE FOR SUBMISSION OF BIDS**

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

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

15. **LATE BIDS**

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

16. **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 Employer 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 13, 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**

17. **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 any such other details as the Employer may consider appropriate, will be read-out by the Employer 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.

18. **CLARIFICATION OF BIDS**

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

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

Prior to the detailed evaluation of bids, the Employer 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 Employer may require to determine responsiveness

20. **CORRECTION OF ERRORS**

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

21. **EVALUATION AND COMPARISON OF BIDS**

Evaluation will be based on clearance and delivery statistic for last three years available at Sri Lanka Railways Stores Department.

22. **EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Employer 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 Employer's action.

23. **NOTIFICATION OF AWARD**

Prior to expiration of bid validity, the Employer 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 Employer will pay the contractor of the works and the remedying of any defects therein by the contractor as prescribed by the contract.

24. **SIGNING OF AGREEMENT**

After the notification of award, the Employer 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 Employer and Stamp Duty to be paid to the Commissioner General of Inland Revenue and Registration Fees to register the contract under the Public Contract Act No. 3 of 1987 shall be borne by the successful bidder.

**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1. DEFINITIONS**

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

- (a) 'The Contract' means the agreement entered into between the Employer and the Contractor, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) 'The Contract Price' means the price payable to the contractor under the Contract for the full and proper performance of its contractual obligations.
- (c) 'The Goods' means the equipment, machinery, and/or other material which the contractor is required to clear and deliver to the Employer under the contract.
- (d) 'The Services' means preparation/framing of entries, documentation, clearance and delivery of Railway Cargo from Port of Colombo and Colombo International Airport and other such obligations of the contractor covered under the Contract and service ancillary to same.
- (e) 'ITB' means the Instructions to Bidders.
- (f) 'GCC' means the General Conditions of Contract contained in this section.
- (g) 'SCC' means the Special Conditions of Contract.
- (h) 'The Employer' means the General Manager, Sri Lanka Railways of the Democratic Socialist Republic of Sri Lanka.
- (i) 'The Contractor' means the successful bidder who should provide services under this contract.
- (j) 'Day' means calendar day.
- (k) 'Month' means calendar month.
- (l) 'SLR' means Sri Lanka Railways.

**2. APPLICATION**

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

**3. USE OF CONTRACT DOCUMENTS AND INFORMATION**

- 3.1 The contractor shall not, without the Employer'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 Employer in connection therewith, to any person other than a person employed by the contractor 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

- 3.2 The contractor shall not without the Employer's prior written consent, make use of any document or information enumerated in GCC Clause 3.1 except for purposes of performing the Contract.
- 3.3 Any document other than the Contract itself, enumerated in GCC Clause 3.1 shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Contractor's performance under the Contract if so required by the Employer.

#### 4. **PERFORMANCE SECURITY**

- 4.1 Within fourteen (14) days of receipt of the Notification of Award of the Contract, the successful Bidder shall furnish to the Employer the performance security in the amount specified in Clause 05 of SCC as a security for the due performance of the contract.
- 4.2 The proceeds of the performance security shall be payable to the Employer as compensation for any loss resulting from the contractor's failure to complete his/their obligations under the Contract.
- 4.3 The performance security shall be in Sri Lanka Rupees and shall be in the form of a guarantee, issued by a registered bank operating in the Democratic Socialist Republic of Sri Lanka acceptable to the Employer, in the form provided in Appendix "B" of the bidding documents.
- 4.4 The performance security will be discharged by the Employer and returned to the contractor on successful completion of the contractor's performance obligations under the Contract, including any warranty obligations. Unless specified otherwise in SCC.

#### 5. **FRAMING OF ENTRIES**

The period of time allocated for framing of entries and work connected thereto is as follows:-

- a) Attending to all work connected with framing of entries, Customs and Port Authority documentation and other connected formalities until the finalization of the clearance Document within three (03) days from the date of handing over of the Original Document/Shipping Guarantee.
- b) Location, taking delivery, transporting, unloading, sorting and stacking of cargo shall be completed within two (02) days from the date of receipt of the finalized entries.
- c) In case of urgent items, specified by the employer, the Contractor shall complete the work mentioned in clause 5 (a) above within two (02) days whereas he shall complete the work mentioned in Clause 5 (b) above within one (01) day and all urgent items shall be cleared and

delivered to the required destination within three (03) days from the receipt of the original documents/shipping guarantee.

- d) The period of time taken by the Railway to answer the queries raised by the Customs Authorities will be excluded from the period allocated to the delivery contractor for finalization of a Customs Entry.

The contractor shall frame entries, clear the goods, and deliver same to the required destination giving top priority over the other entries in hand, if the Deputy General Manager (Procurement) or Procurement Officer (Wharf) direct him to do so.

- e) Any delay beyond the control of the successful bidder for clearance of cargo shall be reported to the Employer in writing immediately.
- f) Every delivery of cargo has to be reported before 2.00 p.m. on the same day to enable the Employer to inform the respective unloading points.

#### 6. **CLEARANCE AND TRANSPORT**

- a) The contractor shall clear and transport the cargo pertaining to three consignments, from Warehouse of one quay in the Port in one vehicle, where possible when documents are available for clearance of Cargo from the same quay.
- b) When situation arises, action should be taken to unload the Cargo pertaining to three entries from any Warehouse of the Port or Katunayake International Airport at Maradana transit point and claim rate applicable to Maradana and transport these Cargo to Ratmalana or Ragama Stores free of charge along with the Cargo cleared on the following day.
- c) All expenses and risks in handling transport and delivery of Cargo shall be borne by the successful bidder.

#### 7. **HANDLING EQUIPMENT**

The successful bidder shall provide required handling equipment and machineries such as cranes and forklifts for unloading and stacking at delivery points at no cost to the Employer. Where such facilities are not provided by the successful bidder and the departmental cranes/forklifts are provided, the successful bidder shall meet the departmental bills in respect of cranes/forklifts charges which shall be to his account. If the unloading equipment are available, the employer shall provide same at a rate decided by the S.L.R.

#### 8. **WORKING HOURS**

The working hours per day on the part of the successful bidder shall be the same as the normal Customs working hours but the successful bidder shall perform work beyond the normal Customs working hours or on Saturdays, Sundays or Public Holidays, if so requested in writing by the successful bidder or any other officer acting on his behalf and accepted by Procurement Officer (Wharf), in which case the successful bidder shall be entitled to receive as additional 35% (thirty five percent) in excess of the contract rate

quoted for the services performed vide Clause 5(b) less the overtime charges payable to the Customs shall be borne by the Successful bidder. The above custom over time charges shall be borne by Sri Lanka Railways.

9. **RESPONSIBILITY ON THE DAMAGES, LOSSES ETC**

The successful bidder shall ensure that no loss, damage or shortage to Railway Cargo occur after handing over the original shipping/air freight documents and whilst in transit. In the event of losses, damages and shortages caused to cargo whilst in transit to the Railway premises, the successful bidder will be held totally responsible to make good such losses, damages and shortages irrespective of any decision arrived at by the Police in the course of their investigations and whatever the result of such investigation may be.

10. **CLEARANCE OF CARGO**

The successful bidder shall check with the application, the copies of the entries passed at the Customs for removal of Cargo, and ensure, that the full consignment listed in the entry delivered to him by the Sri Lanka Ports Authority. In the event of the Employer or his authorized representative handing over documents to the successful bidder for the clearance of Cargo, subsequent to the lading of such cargo, he shall, within three (03) full working days of the handing over of such documents, make an accurate report to Employer of all cargo short delivered and/or landed in bad order from steamers or sailing vessels. Failure will result in a penalty of fine not exceeding Rs.10,000.00 and full responsibility for the value of such shortage or damage and shall within the stipulated period from the days of handing over the documents clear cargo in good order. The cargo landed in bad order shall not be removed until a survey, or such Cargo is held by the Employer. In the event of such cargo being removed without a survey, the successful bidder shall be liable to make good such shortage and / or damage. Under any circumstances, bad order cargo should not be cleared unless accompanied by a Railway representative from the wharf.

(a) The successful bidder shall inform the Railway Authorities to be present regarding any examination of cargo by the Customs. In the event of examination is done without Railway representative, Contractor is liable for any shortage or damage of Cargo. Failure to do so will result penalty of fine of the value of such shortage or damage covering the loss or damage to the department.

(b) Copy of the approved Customs entry shall be provided by the successful bidder at the time of requesting the Customs duty payment.

11. **SHORT REPORTS**

At present the Sri Lanka Ports Authority Levies a late search fee on each consignment before making enquires for consignees charges in case where such inquiries are instituted more than a month from the last date of landing of the vessel's Cargo. A sum sufficient to recover the search fee required by the Sri Lanka Ports Authority should accompany such shortage reports if any short report is sent to this office.

- (a) On submission of WIC form to the Commercial Manager, Sri Lanka Ports Authority for cargo not traceable by the contractor, a copy of such form together with the copy of the receipt paid for such form should be forwarded to the Deputy General Manager (Procurement) to follow-up with the other parties concerned.
- (b) Whenever a package /packages short reported are not traceable by the Contractor and if such package/packages was/were traced by the Department Staff, demurrage incurred on such package/packages should be recovered from the contractor.

12. **COLLECTION OF DOCUMENTS**

- (a) The successful bidder should forward the daily progress report of Cargo cleared and handed over to respective stores to the Deputy General Manager (Procurement) and Procurement Officer (Wharf) on the next working day before 10.00 hours certain.
- (b) The successful bidder shall make his own arrangements to obtain Customs Entry and S.L.P.A. Landing Bills forms from the authorities concerned and this department will not be liable for issue of these forms. He shall also submit an additional clear photocopy of approval Exchange Control copy of the Customs Entry and the clear copy of the S.L.P.A. Landing Bill immediately after clearance of the Cargo to Procurement Officer(Wharf).
- (c) In the event of the awarding of the offer for more than one contractor the department reserved the right to hand over clearance documents according to their performances. The allocation of the work is solely at the discretion of the Employer. No liability shall attach to the Government in the event of there being any delay in the landing of the cargo due to non-availability of berths for ships or any other cause.
- (d) The entire responsibility for the safe custody of Railway Cargo of every description from the time of receipt by the successful bidder until the time of delivery to the Railway Stores Department shall rest with the successful bidder.
- (e) The contractor or his authorized representative shall also visit the Procurement Officer (Wharf), Procurement Sub Department, Colombo 10 daily (except on Public Holidays, Saturdays and Sundays) and collect the relevant documents from him and grant acknowledgement as proof of the Contractor/Representative's acceptance of the documents.

13. **PAYMENT OF BILLS**

The method and conditions of payment to the Contractor under this contract shall be as specified in SCC

14. **RATES**

Rates charged by the contractor for services performed under the Contract shall not vary from the rates quoted by the contractor 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 Contractor shall not assign, in whole or in part, his obligations to perform under this contract.

17. **SUB CONTRACT**

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

18. **DELAYS IN THE CONTRACTOR'S PERFORMANCE**

18.1 Performance of services shall be made by the contractor in accordance with the time schedule prescribed by the Employer in Clause 5 under GCC.

18.2 If at any time during performance of the Contract the contractor should encounter conditions impeding timely performance of services, the contractor shall promptly notify the Employer in writing of the fact of the delay, its likely duration and its cause(s). As soon as possible, after receipt of the contractor's notice, the Employer shall evaluate the situation, and may at his discretion take suitable steps to get the work done with or without liquidated damages.

19. **DEFAULT AND DAMAGE**

If the successful bidder defaults in the clearance of the cargo within the specified period, he shall be liable for any demurrage or other charges that may arise consequent on such delay.

The Employer shall be at liberty to make other arrangements for the clearance and delivery of Railway Cargo should it appear necessary to the Employer that such arrangements should be made.

In the event of any default or delay in preparation of entries, passing entries from Customs of Sri Lanka Ports Authority and in the loading where required, delivering unloading, sorting or stacking of Cargo or other neglect occurring on the part of the successful bidder, this contract may be cancelled and the full security deposit or any part of it as may be decided by the Employer will be forfeited.

The full value of all cargo lost whilst in the successful Bidder's custody plus Customs, Local Agent's Commission, Landing and delivery charges and an additional departmental charge not less than 25% (the departmental charge to be decided by the Employer where a rate higher than 25% is to be charged) shall be charged to the successful Bidder. He shall be liable to pay for any damage caused to Railway Cargo and shall also be liable to pay the additional charges and all cargo rejected as unserviceable consequent upon such damage. Railway Cargo taken delivery from the Sri Lanka Ports

Authority and Colombo Airport should be delivered to the Procurement Sub Department on the same day. No cargo should be retained overnight in the stores or go-downs of the successful Bidder without proper authority obtained in writing or over the telephone form the Employer or his authorized representative. Any authorized retention of Railway Cargo shall tantamount to authorized possession retention of property and the successful Bidder will render himself liable to a charge of criminal breach of trust and his contract shall be liable for cancellation.

In the event of failure to comply with the above requirements, the Employer reserve the right to make his recommendations to the Department Procurement Committee to include his/their name/s in the list of defaulting contractors precluded having any concern in a government Contract.

20. **TERMINATION**

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

20.2 In the event Employer terminates the contract in whole or in part, pursuant to GCC Clause 20.1 the Employer may obtain, upon such terms and in such manner, as it deems appropriate, the services similar to those undelivered, and the contractor shall be liable to the Employer for any excess costs for such similar services.

21. **FORCE MAJEURE**

21.1 The contractor 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.

21.2 For purpose of this Clause "Force Majeure" means an event beyond the control of the contractor and not involving the contractor'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.

21.3 If a Force Majeure situation arises, the contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the contractor shall continue to perform his obligations under the Contract as far as is reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22. **TERMINATION FOR INSOLVENCY**

The Employer may at anytime terminate Contract by giving written notice to the contractor if the contractor 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 Employer. In this event termination will be without compensation to the contractor.

23. **TERMINATION FOR CONVENIENCE**

The Employer, by written notice sent to the contractor, 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 the Employer's convenience, the extent to which the performance of the contract under the contract is terminated, and the date upon which such termination becomes effective.

24. **RESOLUTION OF DISPUTES**

The Employer and the contractor 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 court according to Contract Law.

25. **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.

26. **RECOVERY OF DUES**

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

27. **APPLICABLE LAW**

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

28. **NOTICES**

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

28.2 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, Olcott Mawatha, Colombo 10 from the parties eligible to quote Preparing/Framing of Customs Entries, Documentation, Clearance and Delivery of Railway Cargo for two years as detailed in Schedule "A" and Schedule "B" to this bidding document.

**02. ISSUE OF DOCUMENTS CLOSING TIME OF BID (INSTRUCTION TO BIDDERS CLAUSE 1 & 2)**

(a) Bidding documents shall be issued from the Office of the Deputy General Manager (Procurement), Olcott Mawatha, Colombo 10 on payment of Rs.10,000.00 as non-refundable document fee.

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

(c) Bids sealed in accordance with Clause 13 under Instructions to 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 on 23.08.2023 at 2.00 p.m. at the Office of the Deputy General Manager (Procurement), Sri Lanka Railways, Olcott Mawatha, Colombo 10, and shall be opened immediately after closing of bids.

**03. CLARIFICATIONS (CLAUSE 07 UNDER ITB)**

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

**04. BID SECURITY (CLAUSE 11 UNDER ITB)**

The amount of bid security shall be Rs.200,000.00 (Rupees Two Hundred Thousand)

**05. PERFORMANCE SECURITY (CLAUSE 4 UNDER GCC)**

The amount of Performance Security shall be as follows:

a. A Guarantee for Rs.800,000.00 (Rupees Eight Hundred Thousand) as per Clause 04.3 of GCC; and

b. A cash security deposit of Rs.200,000.00 (Rupees Two Hundred Thousand) with the Chief Financial Officer of Sri Lanka Railways.



06. **PAYMENT (GCC CLAUSE - 13)**

Duly completed claims should be submitted by the successful Bidder within 14 days from the date of finalization of the clearance work. A reduction of 5% on the bills submitted will be imposed at the discretion of the Employer where bills are unduly delayed.

When bills are submitted for payment, the successful Bidder should make sure that copies of Sri Lanka Ports Authority Sundry Service Advice Return are accompanied to ascertain the amount of demurrage incurred in clearance of such cargo. The demurrage so incurred due to delay of successful bidder will be deducted from his bill and balance will be paid.

All payments to which the successful Bidder has made himself liable shall be deducted by the Employer from any money due, or which may become due to the successful Bidder, or such sum may be recovered by such means or manner as may seem fit, unless such claims are settled within one month of their being rendered.

07. **UNLOADING AT MARADANA**

All packages under the weight of 50 kgs. shall be unloaded at the Maradana Wharf section, unless otherwise specially specified by the employer and delivered to the respective destinations with the heavy cargo loads without any cost to the Employer. Only the transport cost of the heavy cargo shall be paid to the successful bidder.

08. **NOTICES (GCC CLAUSE - 28)**

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

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

**FORM OF BID**

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

**PROCUREMENT FOR THE PREPARATION / FRAMING OF CUSTOMS ENTRIES,  
DOCUMENTATION, CLEARANCE AND DELIVERY OF RAILWAY CARGO  
SRS/F.7915**

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 Contract" pertaining to the above Bid, along with the Schedules thereto, do hereby undertake to attend to service referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions at the rates given in the schedules 'A' and 'B' in pages ..... of the Bidding documents.

2. I/We confirm that this offer shall open for acceptance until ..... (insert the date until which the bid is valid as per ITB Cl.10) 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) Official Bidding document duly perfected. i) Form of Bid – Duly perfected and signed ii) Schedules of Rates and Particulars of Transport & Labour "A", "B" & "C" – Duly perfected and signed	.....
d) Documentary evidence in proof of contractor's ability, capability and the past experience in performing the services required with performance certificates and the availability of vehicles and labour as per the contract.	.....
e) Duly perfected Schedule of Rates/Price Schedule 'A' & 'B'	.....
f) Particulars of Transport and Labour Schedule 'C'	.....
g) Brochures, catalogues etc.	.....
h) Any other applicable documents	.....

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

5. My/Our Bank reference is as follows: .....  
VAT included/not included in the rates given in the schedules 'A' and 'B'

Date: ..... Signature of Bidder

Name of Bidder (Company name): .....

Postal Address: .....

.....

E-mail Address: .....

Telephone Number: .....

Information Copy - Not for Bidding

**SPECIMEN FORM OF BID SECURITY GUARANTEE**

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

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

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

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

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") Clause 20 of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ..... {insert date}.

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

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

**SPECIMEN FORM OF PERFORMANCE GUARANTEE**

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

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

**Date:** .....

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

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

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

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

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

.....  
{Signature(s)}

**CONTRACT AGREEMENT****CONTRACT FOR THE PREPARATION / FRAMING OF CUSTOMS ENTRIES,  
DOCUMENTATION, CLEARANCE AND DELIVERY OF RAILWAY CARGO –  
AGREEMENT No. SRS/F.7915**

This Agreement is made and entered into on this ..... day of..... Two Thousand ..... by and between.....

..... (name of the person on behalf of the General Manger). The General Manager of Sri Lanka Railways, P.O. Box 355, Colombo, Sri Lanka, (hereinafter called and referred to as "The General Manager") which term of expression as herein used shall as and where the context so requires or admits of construction, mean and include the said .....

.....(name of person on behalf of the General Manager) the General manager as aforesaid and his successors in the said office for the for the time being and the Officers, who for the time being are acting in the Office of or are performing the functions now exercised by the General Manager herein for and on behalf of the Government of the Democratic Socialist Republic of Sri Lanka of the ONE PART and ..... (name of the Company or person) (a Company duly incorporated under the Laws of.....) and having its Principal place of business at .....

..... (hereinafter called and referred to as "The Supplier) which term of expression as herein used shall as and where the context so requires or admits of construction mean and include the said..... (name of the person on behalf of the supplier). The Supplier, its successors and permitted assigns of the OTHER PART.

Whereas the General Manager has invited bids for Preparation / Framing of Customs Entries, Documentation, Clearance and Delivery of Railway Cargo for two years and the General Manager has accepted the Bid No..... dated ..... submitted by the Contract at a total cost of ..... (accepted value of the goods) only (hereinafter called "The Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

- d) The Contractor’s acknowledgement No.....dated..... to the Letter of Award aforesaid (annexed hereto marked X-4).
  - e) Memorandum of Understanding (if any) (annexed hereto marked ....)
03. The Contractor supply the goods in conformity in all respects with provisions of the contract morefully described in the General Conditions of Contract, Special Conditions of Contract, Specification and the Drawings aforesaid, in consideration of the payments to be made by Sri Lanka Railways to the Supplier hereinafter mentioned.
04. 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.
05. This Agreement shall come into operation only upon the furnishing of the Performance Bond by the Supplier and the Establishment of the Letter of Credit by the Purchaser and signing of this Contract by both Parties.
06. All notices and or communications to be served by either Party to this Contract shall be served at the following addresses:

**General Manager’s Address**

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

Telephone No: 94 11 2431177

Fax No: 94 11 2446490

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

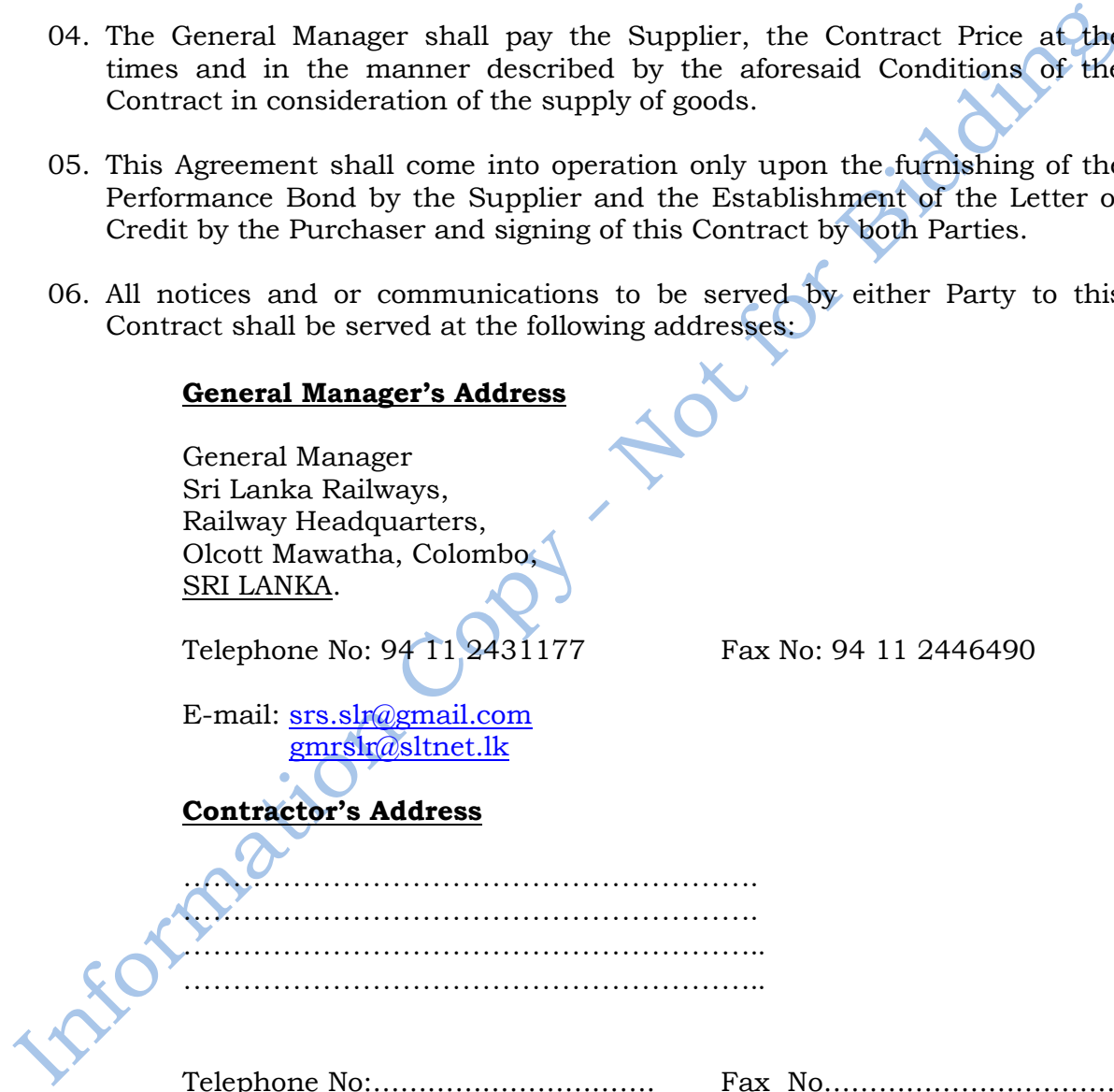
**Contractor’s Address**

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

Telephone No:.....

Fax No.....

E-mail address: .....



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

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

.....  
On behalf of

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

WITNESSES:

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

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

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

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

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

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

Who do hereby attest the sealing thereof.

.....