

SRI LANKA RAILWAYS
PROCUREMENT NOTICE

3,000 CUBES OF TRACK BALLAST TO GAL-OYA SECTION IN EASTERN DISTRICT, 2,500 CUBES OF TRACK BALLAST TO LOWER DISTRICT AND 1,000 CUBES OF TRACK BALLAST TO KATUGASTOTA YARD IN UPPER DISTRICT
PROCUREMENT NO - SRS/F.8070

01. The Chairman, Department Procurement Committee (Major), Sri Lanka Railways, will receive sealed bids from the suppliers for the supply of Track Ballast to the following places on National Competitive Bidding Basis. These bids will be evaluated and awarded separately for each place mentioned below:

Item No.	Place	No. of Cubes	Delivery period (Months)
01.	138 M 15 Ch – TCO Line	150 Cubes	03
02.	138 M 60 Ch – TCO Line	150 Cubes	03
03.	Gal – Oya Yard	500 Cubes	04
04.	149 M 45 Ch – TCO Line	500 Cubes	04
05.	153 M 60 Ch – TCO Line	200 Cubes	03
06.	154 M 20 Ch – TCO Line	500 Cubes	04
07.	Agbopura Yard	500 Cubes	04
08.	Kantalai Yard	500 Cubes	04
09.	06 M 30 Ch – KV Line	100 Cubes	02
10.	08 M 05 Ch – KV Line	100 Cubes	02
11.	Nawinna Yard	300 Cubes	03
12.	Near Kalutara Bridge	200 Cubes	02
13.	Induruwa Yard	200 Cubes	02
14.	Kosgoda Yard	400 Cubes	03
15.	Kahawe Yard	300 Cubes	03
16.	Boossa Yard	500 Cubes	04
17.	Thalpe Yard	200 Cubes	02
18.	Weligama Yard	200 Cubes	02
19.	Katugastota Yard	1,000 Cubes	08

02. Bids shall be submitted only on the forms obtainable from the Office of the Deputy General Manager (Procurement) up to **3.00 p.m. on 11.11.2024** on payment of a non-refundable document fee of **Rs. 24,500/-** (Rupees Twenty Four Thousand Five Hundred) only.
03. Bids will be closed at **2.00 p.m. on 12.11.2024**
04. The bidders shall furnish a bid security amounting **Rs.1,300,000.00** (Sri Lankan Rupees One Million Three Hundred Thousand) only as part of their bid.
05. Bids will be opened immediately after the closing time 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 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.
07. Bidding documents may be inspected free of charge at the Office of the Deputy General Manager (Procurement),
Telephone Nos: 2438078/2436818 Fax No: 2432044
E-mail: srs.slr@gmail.com Website: www.railway.gov.lk
tender2@railway.gov.lk

The Chairman
Department Procurement Committee (Major)
Sri Lanka Railways

INSTRUCTIONS TO BIDDERS (ITB)

(A) GENERAL

1. **GENERAL INFORMATION**

Bids are called for the supply of the items as 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 Office specified in Clause 02 of SCC, until the date and time mentioned in the SCC on payment of a non-refundable fee indicated therein.

2. **CLOSING OF BIDS**

Bids shall be sealed in accordance with Clause 15 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 to supply the items, along with the past records of supplying the items to other organizations with certificates of performance of the goods supplied.

4. **ONE BID PER PROCUREMENT**

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

5. **COST OF BIDDING**

The bidder shall bear all costs associated with preparation and submission of his bid 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 are those stated below:

1. Invitation for Bids – Procurement Notice
2. Instructions to Bidders (ITB)
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 Railway Stores Specification (RSS)

(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) Bid of Quantities/Price Schedule (Duly perfected and signed).
 4. Documentary proof of ability, capability to supply items along with past records of supplying the items. – Clause 3 – Instructions to Bidders.
 5. Certificate of Registration with the Registrar of Contracts (If the Bid Value exceeds Rs. 5 million) – Clause 14 of ITB
 6. 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. Bid Form and price schedule shall be duly signed.
- (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 failure may result the bid being evaluated accordingly.

7. **CLARIFICATION OF BIDDING DOCUMENTS**

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

8. **AMENDMENT OF BIDDING DOCUMENTS**

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

(C) PREPARATION OF BIDS

9. **LANGUAGE OF BID**

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

10. **CURRENCIES OF BID**

Bidder shall quote the currency in Sri Lanka Rupees.

11. **BID VALIDITY**

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

12. **BID SECURITY**

- (a) The bidder shall furnish, as part of his bid, a bid security as specified in Clause 04 of Special Conditions of Contract (SCC).
- (b) The bid security shall be in the form of Bank guarantee from a registered Bank in Sri Lanka acceptable to the Purchaser.
- (c) The format of the Bank guarantee shall be in accordance with the Form of Bid Security included in Appendix "A".
- (d) Bid security shall remain valid for a period of 150 days. However, the bidder shall agree to extend this period of validity if requested by the Purchaser.
- (e) The bid security of a joint venture must be in the name of the joint venture submitting the bid.
- (f) Any bid not accompanied by an acceptable bid security, will be rejected by the purchaser as non-responsive.
- (g) The bid security may be forfeited:
- (i) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form or,
 - (ii) In the case of successful bidder, if the bidder fails –
 - 1) to sign the contract in accordance with Clause 25 of Instructions to Bidders or
 - 2) to furnish the performance security in accordance with Clause 02 of General Conditions of Contract.

13. **FORMAT AND SIGNING**

The bidder shall prepare one original set of the documents comprising the bid as described in Clause 6 (b) 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 and conditions as given in ITB Clause 15 (1), (2) (a) & (b).

14. **REGISTRATION OF CONTRACT**

- a. Any person who acts as an agent or sub-agent, representative or nominee for or on behalf of any bidder shall register himself before submission of bids, with Registrar of Public Contracts Sri Lanka, as required by the Public Contract Act No.3 of 1987. The original certificate of registration shall be submitted with the bid. The bids of those bidders who fail to submit original certificate shall be rejected.
- b. The bidders shall also register themselves immediately after the submission of the bids and prior to the award of the procurement, in terms of the Public Contract Act No.3 of 1987. The procurement shall not be awarded to any bidder unless such bidder has submitted the Certificate of Registration issued in terms of Public Contract Act to the relevant Procurement Committee.
- c. The successful bidder shall provide the relevant particulars required by the Public Contract Act No.3 of 1987 to the Registrar of Public Contracts upon the award of the procurement.

15. **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 copy shall be sealed in one outer envelope.

- (2) The inner and outer envelopes shall –

- (a) be addressed to the Chairman, Department Procurement Committee as described in Clause 2 of the Instructions to Bidders.

- (b) bear the name of the Contract as defined in the bidding documents and other particulars.

In addition to the identification required in Sub Clause 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 16.

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

16. **LATE BIDS**

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

17. **MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS**

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 15, with the outer and inner envelopes additionally marked 'MODIFICATION', 'WITHDRAWAL' or 'SUBSTITUTION' as appropriate. No bid may be modified by the bidder after the deadline for submission of bids.

(D) BID OPENING AND EVALUATION.

18. BID OPENING

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

19. CLARIFICATION OF BIDS

To assist in the examination, evaluation, and comparison of bids, the TEC 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 Purchaser in the evaluation of the bids.

20. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

Prior to the detailed evaluation of bids, the Technical Evaluation Committee on behalf of 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 and provide any clarification and/or substantiation that the Purchaser may require to determine responsiveness.

21. CORRECTION OF ERRORS

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

22. EVALUATION AND COMPARISON OF BIDS

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

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

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

24. **NOTIFICATION OF AWARD**

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

25. **SIGNING OF AGREEMENT**

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

Information Copy

For Bidding

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

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

- (a) 'The Contract' means the agreement entered into between the 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. PERFORMANCE SECURITY

- 2.1 Within fourteen (14) 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 guarantee shall be valid for ten (10) months as security for the due performance of the contract.
- 2.2 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.
- 2.3 The performance security will be discharged by the Purchaser and returned to the supplier on successful completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

3. **INSPECTION**

Inspection of Track Ballast will be done by the officers appointed by the General Manager / Chief Engineer (Way & Works) for the purpose.

4. **PAYMENTS**

The method and conditions of payment to be made to the supplier under this contract shall be specified in Clause 07 of SCC.

5. **LIQUIDATED DAMAGES**

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 clause 8 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 clause 8. Once the maximum is reached, the purchaser may consider termination of the contract pursuant to GCC Clause 6.

6. **TERMINATION**

6.1 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 or

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

6.2 In the event Purchaser terminates the contract in whole or in part, pursuant to GCC Clause 6.1 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.

7. **FORCE MAJEURE**

7.1 Notwithstanding the provisions of GCC Clauses 5 and 6, 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.

7.2 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.

7.3 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.

8. **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 accrued thereafter to the Purchaser. In this event termination will be without compensation to the Supplier.

9. **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.

9.1 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.

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

9.3 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.

9.4 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.

9.5 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.

10. **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.

11. **APPLICABLE LAW**

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

Information Copy - Not for Bidding

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

01. SCOPE OF BID

Bids are invited by the Chairman, Department Procurement Committee, (Major), Sri Lanka Railways, for the supply of Track Ballast to the following places. Bidders may quote for a place or all the places mentioned below:

Item No.	Place	No. of Cubes	Delivery period (Months)
01.	138 M 15 Ch – TCO Line	150 Cubes	03
02.	138 M 60 Ch – TCO Line	150 Cubes	03
03.	Gal – Oya Yard	500 Cubes	04
04.	149 M 45 Ch – TCO Line	500 Cubes	04
05.	153 M 60 Ch – TCO Line	200 Cubes	03
06.	154 M 20 Ch – TCO Line	500 Cubes	04
07.	Agbopura Yard	500 Cubes	04
08.	Kantalai Yard	500 Cubes	04
09.	06 M 30 Ch – KV Line	100 Cubes	02
10.	08 M 05 Ch – KV Line	100 Cubes	02
11.	Nawinna Yard	300 Cubes	03
12.	Near Kalutara Bridge	200 Cubes	02
13.	Induruwa Yard	200 Cubes	02
14.	Kosgoda Yard	400 Cubes	03
15.	Kahawe Yard	300 Cubes	03
16.	Boossa Yard	500 Cubes	04
17.	Thalpe Yard	200 Cubes	02
18.	Weligama Yard	200 Cubes	02
19.	Katugastota Yard	1,000 Cubes	08

Suppliers should give a justifiable reason when requesting for an extension of a delivery period. If not the requests for extensions of delivery period will not be considered.

Each item will be evaluated and awarded separately.

02. ISSUE OF DOCUMENTS AND CLOSING TIME OF BIDS (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, up to **3.00 p.m.** on **11.11.2024** on payment of **Rs. 24,500/-** 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 15 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.

(d) Bids shall be closed on **12.11.2024** 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.

03. **CLARIFICATIONS**

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

04. **BID SECURITY (CLAUSE 12 UNDER INSTRUCTIONS TO BIDDERS)**

The amount of bid security shall be **Rs.1,300,000.00** (Rupees One Million Three Hundred Thousand) Only.

05. **PERFORMANCE SECURITY (CLAUSE 2 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 successful completion of the supply.

06. **DELIVERY**

The delivery period of goods shall be completed as mentioned in the Price Schedule from the **date of signing of the Contract Agreement**. The delivered materials shall not exceed the ordered quantity. If the delivered quantity is within minus 5% of the ordered quantity, the department is at the liberty to close the order treating the Contractor has fulfilled its obligations. Request for extension of Delivery Period will not be considered, unless the supplier gives a justifiable reason.

07. **PAYMENTS**

Payments shall be made on a certificate issued by the Chief Engineer (Way & Works) or his Deputy Chief Engineer certifying quantity and quality supplied by the contractor in accordance with the SLR Specification of the contract.

08. **LIQUIDATED DAMAGES (GCC CLAUSE -5)**

Applicable rate is half percent (0.5%) per week, and the maximum deduction under this Clause shall be five percent (05%) of the contract value.

FORM OF BID

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

**3,000 CUBES OF TRACK BALLAST TO GAL-OYA SECTION IN EASTERN DISTRICT, 2,500
 CUBES OF TRACK BALLAST TO LOWER DISTRICT AND 1,000 CUBES OF
 TRACK BALLAST TO KATUGASTOTA YARD IN UPPER DISTRICT
 PROCUREMENT NO - SRS/F.8070**

We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the "Information and Instructions to Bidders and Terms and Conditions of Bid" pertaining to the above Bid, along with Schedules thereto, do hereby undertake to supply the materials referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Bid Price of Rupees.....(in figures)
(in letters). The 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 submit hereto the following documents as part of my/our bid:

	<u>Page Nos.</u>
1. Covering letter (if any)
2. Bid Security – Clause 12 - Instructions to Bidders.
3. Official Bidding Document as per Clause 1 of ITB and a copy of the receipt for the purchase of the bidding document.
4. Past records of supply and certificates from relevant authorities – Clause 3 of ITB
5. Certificate of Registration with the Registrar of Contracts (If the Bid Value exceeds Rs. 5 million) – Clause 14 of ITB
6. 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:.....

Date:.....

.....
 Signature of Bidder

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

Postal Address:.....

.....
 E-mail Address: Telephone No.:

Fax:.....

3,000 CUBES OF TRACK BALLAST TO GAL-OYA SECTION IN EASTERN DISTRICT, 2,500 CUBES OF TRACK BALLAST TO LOWER DISTRICT AND 1,000 CUBES OF TRACK BALLAST TO KATUGASTOTA YARD IN UPPER DISTRICT
PROCUREMENT NO - SRS/F.8070

Item No.	Place of Supply	Quantity (Cubes)		Price per Cube (Rs.)	Total Price (Rs.)	18% VAT (Rs.)	Total Price with 18% VAT (Rs.)	Period Allowed to complete the supply
01.	138 M 15 Ch – TCO Line	150 Cubes	In Figures					03 Months
			In Words					
02.	138 M 60 Ch – TCO Line	150 Cubes	In Figures					03 Months
			In Words					
03.	Gal - Oya Yard	500 Cubes	In Figures					04 Months
			In Words					
04.	149 M 45 Ch – TCO Line	500 Cubes	In Figures					04 Months
			In Words					
05.	153 M 60 Ch – TCO Line	200 Cubes	In Figures					03 Months
			In Words					
06.	154 M 20 Ch – TCO Line	500 Cubes	In Figures					04 Months
			In Words					

07.	Agbopura Yard	500 Cubes	In Figures					04 Months
			In Words					
08.	Kantalai Yard	500 Cubes	In Figures					04 Months
			In Words					
09.	06 M 30 Ch – KV Line	100 Cubes	In Figures					02 Months
			In Words					
10.	08 M 05 Ch – KV Line	100 Cubes	In Figures					02 Months
			In Words					
11.	Nawinna Yard	300 Cubes	In Figures					03 Months
			In Words					
12.	Near Kalutara Bridge	200 Cubes	In Figures					02 Months
			In Words					
13.	Induruwa Yard	200 Cubes	In Figures					02 Months
			In Words					

14.	Kosgoda Yard	400 Cubes	In Figures				03 Months
			In Words				
15.	Kahawe Yard	300 Cubes	In Figures				03 Months
			In Words				
16.	Boossa Yard	500 Cubes	In Figures				04 Months
			In Words				
17.	Thalpe Yard	200 Cubes	In Figures				02 Months
			In Words				
18.	Weligama Yard	200 Cubes	In Figures				02 Months
			In Words				
19.	Katugastota Yard	1000 Cubes	In Figures				08 Months
			In Words				

Note: Bidders may quote one item or more than that.

Each item will be evaluated and awarded separately. Request for extension of delivery period will not be considered, unless the supplier gives a justifiable reason.

VAT Shall be included in the price schedule, if not give reasons.

Name and Address of the Bidder:.....
.....

VAT Registration No.

VAT Registration No. and a copy of valid letter from Department of Inland Revenue.

Date:

.....
Signature of Bidder

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SPECIMEN FORM OF BID SECURITY GUARANTEE

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

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

Date: {insert (by issuing agency) date}

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

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with Clause 21 of the Instructions to Bidders (hereinafter "the ITB") 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. :

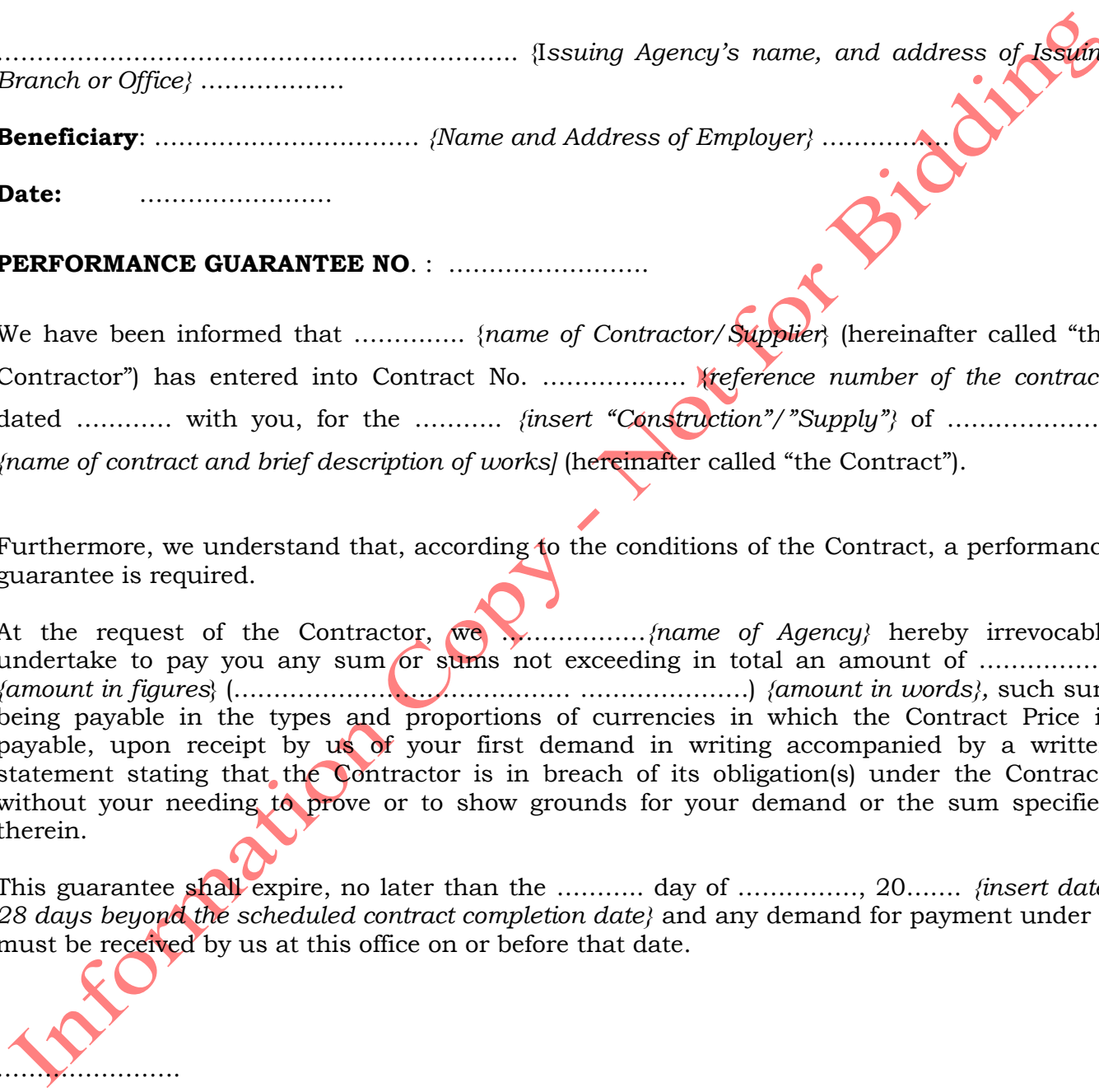
We have been informed that {name of Contractor/Supplier} (hereinafter called "the Contractor") has entered into Contract No. {reference number of the contract} dated with you, for the {insert "Construction"/"Supply"} of {name of contract and brief description of works} (hereinafter called "the Contract").

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)}



Appendix "C"**CONTRACT AGREEMENT****3,000 CUBES OF TRACK BALLAST TO GAL-OYA SECTION IN EASTERN DISTRICT, 2,500 CUBES OF TRACK BALLAST TO LOWER DISTRICT AND 1,000 CUBES OF TRACK BALLAST TO KATUGASTOTA YARD IN UPPER DISTRICT**
PROCUREMENT NO - SRS/F.8070

This Agreement is made and entered into at Colombo on thisday of.....by and between..... the General Manager of Sri Lanka Railways, P.O. Box 355, Olcott Mawatha, Colombo 10 (hereinafter called and referred to as "The Purchaser"), which term or expression as herein used shall as and where the context so requires or admits of construction, mean and include the said the General Manager of Sri Lanka Railways, as aforesaid and his successors in the said office for the time being and the officers, who for the time being are acting in the office of or are performing the functions now exercised by the Purchaser, herein for and on behalf of the Government of the Democratic Socialist Republic of Sri Lanka of the ONE PART and(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 saidits successors and permitted assigns, of the OTHER PART

WHEREAS the Chairman, Department Procurement Committee (Major), Sri Lanka Railways has invited bids for the Supply of more fully described in the Schedule of Rates (annexed hereto marked X-1) and the Department Procurement Committee (Major) has accepted the Bid dated submitted by the Supplier at a total price of Rs. (.....) only (hereinafter called the "Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. The words and expressions hereinafter referred to shall have the meaning assigned to them in the General Conditions of Contract and Special Conditions of Contract of the Bidding Document, which are part and parcel of this agreement.
2. The following documents shall be deemed to form, be read with and construed as part and parcel of this agreement:
 - (a) The bidding document, which consists of General Conditions of Contract, Special Conditions of Contract, Instructions to Bidders, Bill of Quantity/Price Schedule, Specification No.....(annexed hereto marked X-2).
 - (b) Bid datedsubmitted by the Supplier (annexed hereto marked X-3).
 - (c) The Letter of Award sent by the Purchaser to the Supplier bearing No.: SRS/F. 8070 dated (annexed hereto marked X-4).
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 aforesaid, in consideration of the payments to be made by the General Manager to the Supplier hereinafter mentioned.

- 4. The Purchaser shall pay the Supplier the contract price at the times and in the manner described by the aforesaid Conditions of the Contract in consideration of the supply of goods.
- 5. This agreement shall come into operation only upon the furnishing of the Performance Bond by the Supplier and signing of this Contract by both parties.
- 6. All notices and or communications to be served by either party to this contract shall be served at the following addresses:

Purchaser's Address:

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

Telephone No.: 94 11 2431177

Fax No.: 94 11 2446490

E-mail: srs.slr@mail.com
tender2@railway.gov.lk

Contractor's Address:

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

Telephone No.:

Fax No.:

E-mail:

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

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

.....
On behalf of

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

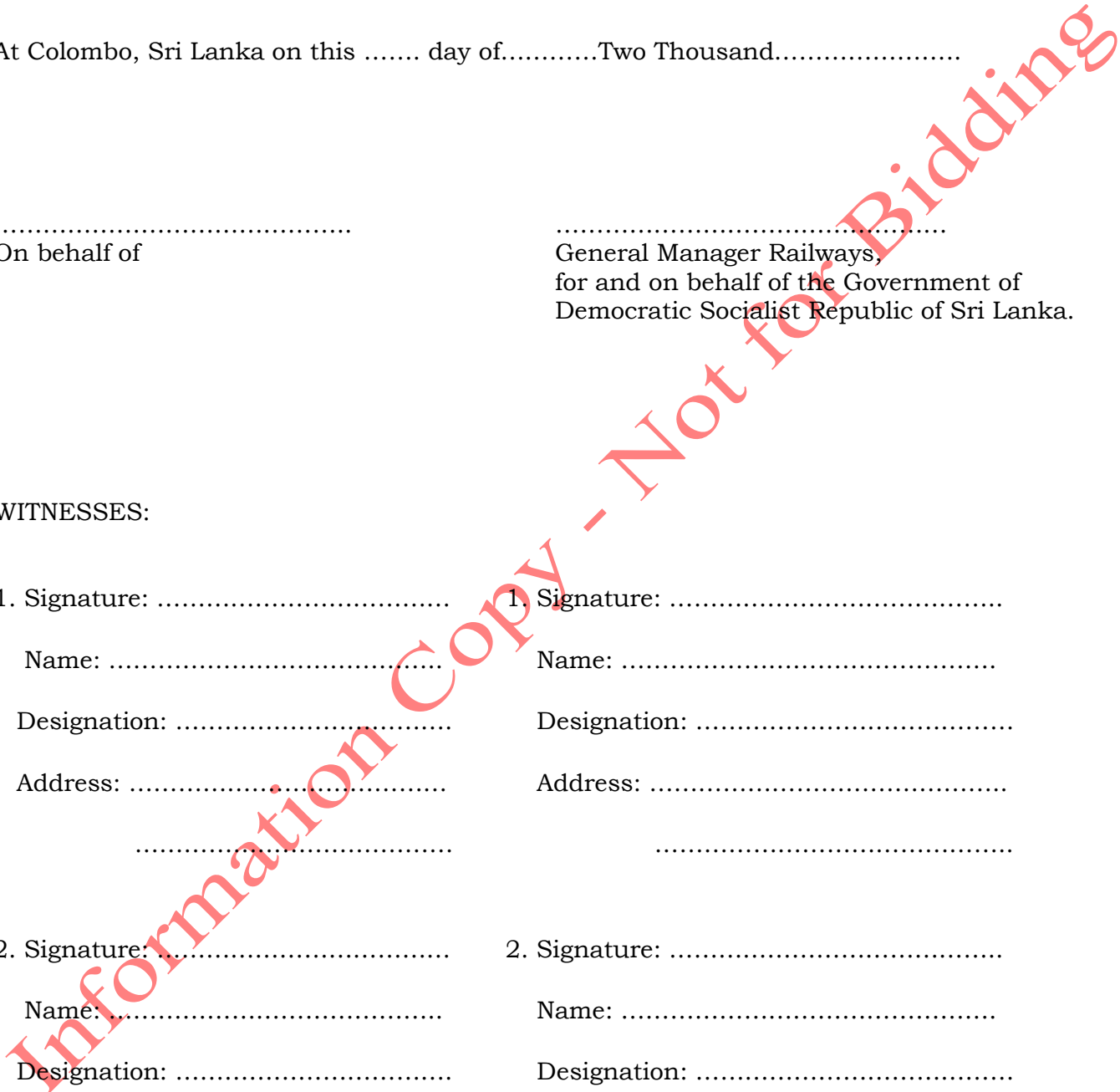
WITNESSES:

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

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

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

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



TECHNICAL SPECIFICATIONS

1.0 General:

- (i) Basic Quality: Ballast should be hard, durable and as far as possible angular along edges / corners, free from weathered portions of parent rock, organic impurities and inorganic residues.
- (ii) Particle shape: Ballast should be cubical in shape as far as possible individual pieces should not be flaky and have generally flat faces with not more than two rounded / sub rounded faces.
- (iii) Mode of manufacture: Ballast shall be machine crushed.
- (iv) Physical prosperities: The Ballast should satisfy the following physical properties in accordance with IS: 2386 Part JV – 1963 when tested.

Sl. No.	Type of Test	Limits
1	Aggregate Abrasion value	30% Max. +
2	Aggregate Impact value	30% Max. +
3	Water Absorption	1.00%

(v) Size and Gradation:

The Ballast should satisfy the following size and gradation:

Size and Gradation of Ballast		
Sl. No.	Size of Sieve	% Retained
1	Retained on 65 mm Sq. mesh Sieve	5.00% Maximum
2	Retained on 40 mm Sq. mesh Sieve	40% to 60%
3	Retained on 20 mm Sq. mesh Sieve	Not less than 98.00%

The Ballast stacks not confirming to above requirements shall be rejected.

2.0 Method of Sieve Analysis:

- (i) The screen for sieving the ballast shall be of square mesh and shall not be less than 100 cm in length, 70 cm in breadth and 10 cm in height in sides.
- (ii) The percentage passing through or retained on the sieve shall be determined by weight. The required number of screens, weigh balance and man power etc. required for performing the tests shall be arranged by the contractor at his own cost.
- (iii) Sieve Analysis to be submitted for every 250 cubes of ballast.

3.0 Sampling and Testing:

- (i) A minimum of three (03) samples of ballast for sieve analysis shall be taken for measurement done on any particular date even if the numbers of stacks to be measured are less than three.
- (ii) The tests viz. determination of Abrasion Value, Impact Value and Water Absorption should be got done through approved laboratories.