

ORIGINAL / DUPLICATE

SRS/F.7340/Inspection

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

SRI LANKA RAILWAYS

**PROCUREMENT FOR THE APPOINTMENT OF
INSPECTORS FOR INSPECTION OF 160 NOS.
PASSENGER COACHES TO SRI LANKA RAILWAYS**

C LOSING / OPENING OF BIDS : 14/12/2020

M/s.

ADDRESS:

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AMOUNT: SLRs. 4420/-

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INVITATION FOR BIDS (IFB)
SRI LANKA RAILWAYS

PROCUREMENT FOR THE APPOINTMENT OF INSPECTORATE FOR INSPECTION OF
160 NOS. PASSENGER COACHES TO SRI LANKA RAILWAYS
PROCUREMENT NO. SRS/ F 7340/INSPECTION

1. The Chairman, Department Procurement Committee (Major) on behalf of Sri Lanka Railways will receive sealed bids from reputed Organizations of inspectorate for Inspection of 160 Nos. Passenger Coaches to Sri Lanka Railways.
2. Bidding will be conducted through International Competitive Bidding (ICB) procedure.
3. Interested and eligible bidders can obtain more information from www.railway.gov.lk website. For further details please contact:

Superintendent of Railway Stores,
Railway Stores Department,
Olcott Mawatha,
Colombo 10,
Sri Lanka.
Telephone Nos. : 94 (77) 1098725 or 94(71) 0765082.
Fax : 94(11) 2432044
E-mail : srs.slr@gmail.com

**Please note that email is preferable.

4. Reputed Organizations that are in the field of inspection of Railway Rolling stock with at least 05 years' experience are eligible to bid. The Bidders shall submit documentary proof of ability, capability and experience together with ISO certificate or equivalent to provide the above service, along with past records of inspection of the Railway Rolling Stock and end user certificates of Railway inspections.
5. A complete set of Bidding Documents in English Language may be downloaded by interested bidders by logging above website and non-refundable fee of Sri Lanka Rupees 4420/- (or equivalent amount in convertible foreign currency) must be paid before 14.00hrs on 14/12/2020 (i.e the date of opening the bids).
6. All bids must be accompanied by a Bid security of Sri Lanka Rupees 150,000/-(or an equivalent amount in freely convertible currency) unconditional bank guarantee issued by a Bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka.
7. Bids must be delivered to the address below on or before 14.00hrs on 14/12/2020 and the bids will be opened immediately after closing of the bids. Bidders or their authorized representatives are requested to be present at the opening of the bids. Late bids will be returned unopened.

The Chairman,
Department Procurement Committee (Major),
Office of the Superintendent of Railway Stores,
Sri Lanka Railways,
Olcott Mawatha,
Colombo 10.

Ref No. SRS/F 7340/Inspection

the Chairman,
Department Procurement Committee (Major),
Sri Lanka Railways.

INSTRUCTIONS TO BIDDERS

(A) GENERAL

1. GENERAL INFORMATION

Bids are called for the provision of services mentioned in Clause 01 of the Special Conditions of Contract (SCC) and in the Invitation for Bids. Bids should be submitted in the forms obtainable from the offices specified in Clause 02 of SCC, until the date and time mentioned in the SCC Clause 02 on payment of a non-refundable document 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. The Bidders may hand over the sealed bids to the officer authorized to accept the bids, either personally or through an agent and obtain an acknowledgement or the bidders may deposit the bids in the box kept for this purpose at the address mentioned in Clause 02 of SCC.

3. ELIGIBLE BIDDERS

- 3.1. The reputed organizations that are in the field of inspection of Railway Rolling Stocks with at least 05 years' experience are eligible to bid.
- 3.2. The inspectorate shall have successfully completed at least 01 No. railway related international inspection contracts. The value of such contract shall be at least USD 900,000.00.
- 3.3. The inspectorate shall have executed at least 02 Nos. of contracts on inspection of railway passenger coaches and the end user certificates should be enclosed with the bids in order to prove the successful completion of such inspections.
- 3.4. All the inspectors to be appointed for the inspection shall be well experienced in inspection of railway passenger coaches and shall have engaged in at least 02 Nos. of such contracts completed successfully.
- 3.5. The inspectors shall be expertise on material, electrical and mechanical inspection works and shall have capabilities to cover all the stages of the inspection. Curriculum Vitae including relevant experience and qualifications of each inspector shall be submitted.
- 3.6. The inspectorate shall provide valid ISO 9001 or equivalent quality assurance certificate accredited for them to provide services related to inspection work.
- 3.7. Manufacture/supplier or related inspection organization or inspectors are not eligible to bid for this procurement.
- 3.8. Any bidder who shall not submit the documentary evidence to fulfill the above requirements of eligible bidders will be disqualified and rejected.

4. ONE BID PER PROCUREMENT

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

5. **COST OF BIDDING**

The bidder shall bear all costs associated with preparation and submission of his bid/bids, and the 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 of price of Inspection
 6. Form of Bid
 7. Scope of Inspection
 8. Form of Bid Security
 9. Form of Performance Security
 10. List of Foreign Missions Abroad
- (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. Power of Attorney (where applicable) – Clause 14 – Instructions to Bidders.
 4. Official Bidding Document - Clause 1 - Instructions to Bidders.
 - i. Form of Bid – Duly perfected and signed.
 - ii. Schedule of price of inspection – Duly perfected and signed.
 5. Documentary evidence in proof of Contractor’s ability, capability, experience and past records of inspections performed against Clause 3 - Instruction to Bidder and Clause 01 of Special Conditions of Contract.
 6. ISO certification or equivalent awarded on provisions of pre-shipment inspection of items described against Appendix “D” – Scope of Inspection.
 7. 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 over-writing except as necessary to correct errors made by the bidder, in which case, such corrections shall be initiated and authenticated by the person or persons signing the bid.
 - (iv) The bid prices 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 bidding document 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 General Manager, Railways in writing or by fax at the General Manager's address and the General Manager, Railways will respond to any request for clarification. Copies of the General Manager's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source. The request for clarification shall be submitted within the period stipulated in Clause 03 of SCC.

8. **AMENDMENT OF BIDDING DOCUMENTS**

At any time prior to the deadline for submission of bids, the General Manager, Sri Lanka Railways 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 which the payment is required.

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 to the amount mentioned in Clause 4 of Special Conditions of Contract (SCC).
- (b) The bid security shall, be in the form of a Bank guarantee from a registered Bank in Sri Lanka, acceptable to the General Manger Sri Lanka Railways.
- (c) The format of the Bank guarantee shall be in accordance with the form of bid security included in Appendix "A".
- (d) Bid security shall remain valid for a period of **150 days** from the date of opening of bids. However, the bidder should agree to extend this period of validity if requested by the General Manger Sri Lanka Railways.
- (e) Any bid not accompanied by an acceptable bid security, will be rejected by the General Manger Sri Lanka Railways as non-responsive.

The bid security of a joint venture must be in the name of the joint venture submitting the bid.

- (f) 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 26 of Instructions to Bidders or
 - (2) to furnish the performance security in accordance with Clause 04 of General Conditions of Contract.
- (g) The bid securities of unsuccessful bidders will be returned as promptly as possible. The bid security of the successful bidder will be returned when the bidder furnished the required Performance Security.

13. **FORMAT AND SIGNING**

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

14. **AGENT TO HOLD POWER OF ATTORNEY**

Offers from agents representing principal bidders, will not be considered, unless they hold the Power of Attorney from the principal empowering the agent to offer on their behalf, to enter into a valid agreement on behalf of the principals, and to fulfill all the terms and conditions of contract, in the event of the offer being awarded. The Power of Attorney should have been attested by a registered Attorney at Law.

Nomination of agent/s after the bid has been submitted will not be accepted. Local Agent nominated at the time of bidding shall not be changed within the period of Contract.

15. **SEALING AND MARKING**

- (1) The bidder shall seal the original and the copy of the bid in two separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. Envelopes containing both original and the copy shall be sealed in one outer envelope.
- (2) The inner and outer envelopes shall –
 - (a) be addressed to the Chairman, Department Procurement Committee (Major), 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 15(2) above, 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 17 under ITB.

If the outer envelope is not sealed and marked as above, the General Manager Sri Lanka Railways will assume no responsibility for the misplacement or premature of the bid.

16. 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 General Manager Sri Lanka Railways 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 General Manager Sri Lanka Railways and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

17. LATE BIDS

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

18. MODIFICATION, SUBSTITUTION AND WITHDRAWAL

The bidder may modify, substitute or withdraw his bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the General Manager Sri Lanka Railways 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 of Instruction to bidders, 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

19. BID OPENING

The bid opening committee will open the bids, including withdrawals, substitutions and modifications, in the presence of bidders' designated representatives who chose to attend. The bidders' representatives who are present shall sign a register evidencing their attendance. Envelopes marked 'WITHDRAWAL' and 'SUBSTITUTION' shall be opened first, and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened. The bidders' 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 General Manager Sri Lanka Railways may consider appropriate, will be read-out at the opening. Subsequently, all envelopes marked 'MODIFICATION' shall be opened and the submission therein read out in appropriate detail. No bid shall be rejected at bid opening except for late bids.

20. **CLARIFICATION OF BIDS**

To assist in the examination, evaluation, and comparison of bids, the General Manager Sri Lanka Railways 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 General Manager Sri Lanka Railways in the evaluation of the bids.

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

Prior to the detailed evaluation of bids, the General Manager Sri Lanka Railways 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 may require to determine responsiveness.

22. **CORRECTION OF ERRORS**

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

23. **EVALUATION AND COMPARISON OF BIDS**

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

All bid prices expressed in foreign currencies shall be converted in to Sri Lankan Rupees using the selling rates prevailed on the date of opening of bids as published by the Central Bank of Sri Lanka.

24. **GENERAL MANAGER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The General Manager Sri Lanka Railways 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.

25. **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. This letter shall specify the sum, which the Employer will pay the supplier in consideration of the execution and completion of the works and the remedying of any defects therein by the contractor as prescribed by the contract.

26. SIGNING OF AGREEMENT

After the notification, the General Manager Sri Lanka Railways will send the bidder a copy of the draft agreement incorporating all agreements between the parties and 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.

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

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

- (a) 'The Contract' means the agreement entered into between the General Manager Sri Lanka Railways 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 materials which the Inspector is required to inspect as required by the Employer.
- (d) 'The Services' means those inspections performed on items imported by Sri Lanka Railways.
- (e) "ITB" means 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 Inspector' means the firm, which provides the inspection services.
- (j) 'Day' means calendar day.
- (k) 'Month' means calendar month.

2. APPLICATION

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

3. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 3.1 The Inspectorate 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 Inspector 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 Inspectorate shall not without the Employer's prior written consent, make use of any document or information enumerated in Clause 3.1- under GCC except for purposes of performing the Contract.

- 3.3 Any document other than the Contract itself, enumerated Clause 3.1 – under GCC shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Inspector’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 General Manager of Sri Lanka Railways the performance security in the amount specified in Clause 05 under SCC as a security for the due performance of the contract.
- 4.2 The proceeds of the performance security shall be payable to the General Manager of Sri Lanka Railways as compensation for any loss resulting from the Inspector’s failure to complete his/their obligations under the Contract.
- 4.3 The performance security shall be denominated in the currency of the Contract, in a freely convertible currency acceptable to the Employer or 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 General Manager of Sri Lanka Railways and returned to the Inspector on successful completion of the Inspector’s performance obligations under the Contract, including any warranty obligations.

5. **PAYMENT**

- 5.1 The method and conditions of payment to be made to the Inspectorate under this Contract shall be as specified in Clause 06 – under SCC.
- 5.2 The Inspectorate’s request(s) for payments shall be made to the Employer in writing accompanied by an invoice describing as appropriate, and services performed, and upon fulfillment of other obligations stipulated in the contract.
- 5.3 Payment will be made in the currency or currencies in which the payment has been requested in the Inspector’s bid.

6. **PRICES/RATES**

Prices charged by the Inspectorate for services performed under the Contract shall not vary from the prices quoted by the Inspector in his bid.

7. **ASSIGNMENT**

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

8. **LIQUIDATED DAMAGES**

If the supplier fails to deliver the 160 Nos. Coaches to Sri Lanka Railways

within stipulated time due to failure of the Inspectorate, the Liquidated Damages applied to the respective shipment shall be deducted from the inspectorate as specified in Clause- 07 under SCC.

9. **INSPECTION NET WORK**

The Inspectorate shall notify the names and address, telephone/fax numbers etc. of the officers who will attend to the inspection work under this contract (Clause 01-under SCC). Such notification, in the original bid or later, shall not relieve the Inspector from any liability or obligation under the contract.

10. **DEFAULT**

Should the successful inspection agency decline or fail to respond to written request made by the Employer within the period in which the contract is in force, the Government of the Democratic Socialist Republic of Sri Lanka will have the right to recover from him the amount of damages sustained by the Democratic Socialist Republic of Sri Lanka, and the defaulting Inspector will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a government contract.

11. **FORCE MAJEURE**

11.1 The Inspectorate shall not be liable for forfeiture of his performance security, 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.

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

11.3 If a Force Majeure situation arises, the contractor shall promptly notify the General Manager of Sri Lanka Railways in writing of such condition and the cause thereof. Unless otherwise directed by the GMR in writing, the Inspector 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.

12. **TERMINATION FOR INSOLVENCY**

The General Manager of Sri Lanka Railways any time terminate Contract by giving written notice to the inspectorate if the inspectorate 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 General Manager of Sri Lanka Railways. In this event termination will be without compensation to the inspectorate.

13. **TERMINATION FOR CONVENIENCE**

General Manager of Sri Lanka Railways, by written notice sent to the Inspectorate, 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 General Manager of Sri Lanka Railways' convenience, the extent to which the performance of the Inspector under the Contract is terminated, and the date upon which such termination becomes effective.

14. **RESOLUTION OF DISPUTES**

The General Manager of Sri Lanka Railways and the Inspectorate 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.

- a. 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.
- b. Such arbitration shall be held in Colombo, Sri Lanka and shall be subject to the provisions of the Arbitration Act No.11 of 1995.
- c. 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.
- d. 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.

- e. 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.

15. **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.

16. **APPLICABLE LAW**

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

17. **NOTICES**

- 17.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by Email, or Facsimile and confirmed in writing to the other party's address specified in SCC Clause 7.
- 17.2 A notice shall be effective when delivered or on the notice's effective date whichever is later.

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. INSPECTION AND ACCEPTANCE

- 1.1 A total of 11 Nos. of Coaches shall have to be inspected including one Parcel Brake Van (PBV) in addition to the 10 Nos. of coaches mentioned in Clause 1.1 of the Scope of Inspection.
- 1.2 First set of Passenger Coaches with 1TV, 1SV, 3SC, 1TCBU, 2TC & 2AC shall be operated in Sri Lanka for at least one month after the commissioning. The short comings and design failures if any identified during this period in operation should be rectified and executed the necessary design changes, and those alterations must be implemented to the balance coaches to be supplied. The inspectorate shall inspect and certify that those modifications or changes have been implemented to at least one of each type of passenger coach.
- 1.3 The date of readiness for commencing the stage inspection will be notified to the inspector by Sri Lanka Railways after obtaining the respective dates from the supplier. Inspector needs to note that there may be slight variations in inspection dates due to unavoidable circumstances and change in work process at Manufacturer's factory. Sri Lanka Railways is not liable for any additional payment for such delays.
- 1.4 Inspection shall be carried out as per the Scope of Inspection provided by the Sri Lanka Railways.
- 1.5 The inspector may reject or approve the work and if the work is found to be defective or inferior in quality to or differing in content, form or material from the requirements as per documents provided under Clause 1.4 of Scope of Inspection. The Supplier shall at his own cost and expenses and within the time for delivery specified in the Contract Agreement, replace them to the satisfaction of the Purchaser any work so rejected.
- 1.6 The inspector shall refer the approval given by Sri Lanka Railways via the documents provided under Clause 1.4 of Scope of Inspection, before proceeding the inspection of any work done by the Supplier/manufacturer and the respective references shall be indicated in the stage inspection reports.
- 1.7 Without prejudice to the inspector's right of the final inspection under Clause 1.3, the Inspector may inspect and reject any of the work in the course of production.
- 1.8 The Manufacturer shall give the Inspector access to his works as and when required and shall afford the Inspector all such reasonable accommodation and facilities for examining, inspection, testing and gauging the items. Inspector shall arrange apparatus, materials, tools and gauges required for the purpose of such examination, inspection, testing and gauging.

- 1.9 If any of the Works, whether completed or in the course of production is rejected by the Inspector, it shall be marked or segregated in such a manner as would be satisfactory to the Inspector as to ensure its subsequent identification as rejected works.
- 1.10 When independent tests and analysis in addition to those made by the Inspector at the Manufacturer's premises or elsewhere in Supplier's Country are considered necessary by the Inspector, such tests and analysis shall be made by the person appointed by the Inspector. The Supplier shall bear the cost of supply and carriage of samples as well as the cost of such additional tests and analysis. The cost of such additional tests will be borne by the Sri Lanka Railways, if such tests show the material to be in accordance with the specifications; otherwise such cost shall be borne by the Supplier. However, before any such tests to be performed, inspector shall obtain written approval from Sri Lanka Railways after submitting comprehensive report regarding the requirement of additional tests.
- 1.11 Until the Inspector has given his certificate of approval, the Manufacturer shall not assemble or send forward for shipment any of the Passenger Coaches and should any defect be discovered after dispatch from the Suppliers Works, it shall be subject to and be covered by the Technical Guarantee in Contract Agreement SRS/F. 7340, notwithstanding any Certificate or approval previously issued by the Inspector.
- 1.12 On completion of the Inspection at the Manufacture's works, the Sri Lanka Railways shall furnish by the Inspector with 06 copies of certificate of Inspection of Passenger Coaches, in English Language, certifying conformity of the Passenger Coaches according to the documents provided under Clause 1.4 above.
- 1.13 The inspected and passed goods shall not be released for shipment until confirmation of the acceptance of the pre-shipment inspection certificate is obtained by the Inspector from the Sri Lanka Railways.
- 1.14 Inspector is expected to stay at Manufacturer's site to fulfil the scope of inspection during all the stages. Such inspectorate shall comprise at least 2 qualified technical persons at a time and total inspection man weeks shall not be less than 40. Details of work including date, period, work premises and participants shall be submitted along with the inspection report.
- 1.15 The bio-data's of the inspectors who will be appointed to this inspection work shall be furnished with the offer.

02. ISSUE OF DOCUMENTS CLOSING TIME OF BIDS (CLAUSE - 1 & 2 UNDER ITB)

- a) A complete set of Bidding Documents in English Language may be downloaded by interested bidders by logging www.railway.gov.lk website and non-refundable fee of Sri Lanka Rupees 4420/- (or equivalent amount in convertible foreign currency) must be paid before 14.00hrs on 14/12/2020 (i.e the date of opening the bids).
- b) Bid shall be rejected whose name is in the list of Government Defaulting Contractors, individually or jointly with any other person.

- c) Bids sealed in accordance with Clause 15 under Instructions to Bidders, shall be addressed to the following address:

The Chairman,
 Department Procurement Committee (Major),
 Sri Lanka Railways,
 Office of the Superintendent of Railway Stores,
 Olcott Mawatha,
 Colombo 10, Sri Lanka.

- d) Bids shall be closed at 2.00 p.m. (Sri Lanka Time) on 14/12/2020 at the Office of the Superintendent of Railway Stores, Sri Lanka Railways, Olcott Mawatha, Colombo 10, Sri Lanka 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 - 12 UNDER ITB)

The amount of Bid Security shall be SLRs.150,000/- or equivalent amount in freely convertible currency.

05. PERFORMANCE SECURITY (CLAUSE - 4 UNDER GCC)

The amount of Performance Security will be 10% of the Contract price or equivalent to any other freely convertible currency. Performance Security shall be released on successful completion of the contract period.

06. PAYMENT (CLAUSE - 5 UNDER GCC)

- 6.1 10% of the Contract price shall be paid as a Mobilization Advance for the inspector after signing the agreement and submit a bank guarantee from a bank registered in Sri Lanka and acceptable to the employer. The Bank Guarantee shall be submitted within 02 weeks from the date of submitting the Performance Security.
- 6.2 30% of the Contract price shall be paid upon receipt of inspection report of first 10 coaches and acceptance by Sri Lanka Railways.
- 6.3 50% of the Contract price shall be paid after commissioning and certificate of acceptance issued by Sri Lanka Railways for first 10 coaches.
- 6.4 The balance 10% of the Contract price shall be paid after issuing the acceptance letter of PBV and each type of coach which is completed rectifying the changes if any found during commissioning.
- 6.5 Payments shall be made through a bank draft for the foreign bidders.

07. **LIQUIDATED DAMAGES (CLAUSE - 8 UNDER GCC)**

Applicable rate is one half percent (0.5%) per week, and the maximum deduction under this contract shall be five percent (5%) of the Contract value.

08. **NOTICES (CLAUSE - 17 UNDER GCC)**

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

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

09. **LOCAL AGENT**

The Inspector shall declare the name and address of the Local Agent and the amount to be paid to the Local Agent as their commission. The Inspector shall clearly state whether the Local Agent's commission is included in the price or not.

Bidder shall furnish the certificate or registration from the Registrar of public contracts Sri Lanka if applicable.

SCHEDULE OF PRICES

PROCUREMENT FOR THE APPOINTMENT OF INSPECTORATE FOR INSPECTION OF 160NOS. PASSANGER CHOACHES TO SRI LANKA RAILWAYS- PROCUREMNET NO. SRS/F.7340/INSPECTION

Item	Cost of Inspection
Inspection of Passenger Coaches as per the scope of inspection.	

N.B:

Bidders shall submit the following details. All matters related to the price shall be indicated in the form. Bidders shall fill all the columns in this form.

- a) Name and addresses of the Local Agent :
- Phone : Fax : E-Mail :
- b) Percentage of the total price payable to the Local agent as commission:
(Local agent's commission shall be included in the price)
- c) Whether price reduction/discount is applicable, and it so, the details:

Date:

.....

Bidders' Signature

Name & Address of the Bidder

FORM OF BID

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

**PROCUREMENT FOR THE APPOINTMENT OF INSPECTORATE FOR
 INSPECTION OF 160 NOS. PASSENGER COACHES TO SRI LANKA RAILWAYS
 PROCUREMENT No. SRS/F.7340/INSPECTION**

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 Schedules thereto, do hereby undertake to provide the service of inspection work referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total bid price as per the annexed price schedule (in words) The makeup of the aforesaid total bid price is given in the accompanying Price Schedules).

2. I/We confirm that this offer shall open for acceptance until (Insert the date of bid validity – Cl.13 –ITB) 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) Official Bidding Document	
i). Form of Bid – Duly perfected & signed
ii). Schedule of price - Duly perfected & signed
(c) Price Schedule
(d) Documentary evidence to establish eligibility to bid with experience
(e) Declaration regarding Local Agent and Local Agent's commission.
(f) Documentary evidence to establish my/our eligibility to perform such services offered with the past records of inspecting railway items
(g) Bid Bond
(h) Documentary evidence to establish qualifications of the persons to be employed to perform the contract with their Bio-data.
(i) ISO Certification or equivalent
(j) Any other applicable document

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
(Rubber stamp shall be affixed here)

Name of Bidder (Company Name):

Postal Address:

.....

E-mail Address:

Telephone Number:

Fax:

Details of the Local Agent:

Name::

Postal Address:

.....

E-mail Address:

Telephone Number:

Fax:

SPECIMEN FORM OF BID SECURITY GUARANTEE

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

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

Date: {insert (by issuing agency) date}

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

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") Clause 22 of the ITB; or
- (c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the 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**PROCUREMENT FOR THE APPOINTMENT OF INSPECTORS FOR INSPECTION OF 160 NOS. PASSENGER COACHES TO SRI LANKA RAILWAYS****AGREEMENT NO.: SRS/F.7340/INSPECTION**

This Agreement is made and entered into at Colombo on this day ofTwo Thousand by and between, General Manager of Sri Lanka Railways, Colombo, Sri Lanka (hereinafter called and referred to as "The General Manager"), which term or expression as herein used shall as and where the context so requires or admits of construction, mean and include the said 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 General Manager 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 Sri Lanka) and having its principal place of business at (hereinafter called and referred to as "The Inspector"), which term of expression as herein used as and where the context so requires or admits of construction mean and include the said, its successors and permitted assigns, of the OTHER PART.

WHEREAS the General Manager has invited bids for themore fully described in the schedule of rates (annexed hereto marked X-1) to Sri Lanka Railways and the General Manager has accepted the offer No..... dated submitted by the Inspector at the rates mentioned in the Letter of Award (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 and Schedule of Rates (annexed hereto marked X-2).
 - (b) Offer dated submitted by the Inspector (annexed hereto marked X-3).
 - (c) The Letter of Award sent by the General Manager to the Inspector bearing No. SRS/F..... dated (annexed hereto marked X-4).
 - (d) The Inspector's acknowledgement dated to the letter of award aforesaid (annexed hereto marked X-5).
3. The Inspector shall provide the services in conformity in all respects with provisions of the contract more fully described in the General Conditions of Contract, Special Conditions of Contract and Instruction to bidder aforesaid, in consideration of the

payments to be made by the General Manager to the Inspector hereinafter mentioned.

- 4. During the contract period, if there inspection reports are found incorrect or any lapses on the inspection, action will be taken to terminate the contract and forfeit the Performance Bond.
- 5. The General Manager shall pay the Inspector the contract price at the times and in the manner described by the aforesaid Conditions of the Contract in consideration of the services provided.
- 6. This agreement shall come into operation only upon the furnishing of the Performance Bond by the Inspector and signing of this contract by both parties.
- 7. All notices and/or communications to be served by either party to this contract shall be served at the following addresses:

Employer’s Address (General Manager):

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@gmail.com

Inspector’s Address:

.....,
.....,
.....,
.....

Telephone No.:,

Fax No.:,

E-mail:

IN WITNESS WHEREOF the General Manager acting herein for and on behalf of the Democratic Socialist Republic of Sri Lanka has set his hand and the Inspector has caused its Common Seal to be affixed hereunto and to others of the same tenor and date as these presents on the dates 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:
.....

1. SCOPE OF THE INSPECTION

1.1 Inspection work shall be carried out in two phases.

1.1.1 First phase - To inspect the manufacture and supply of first set of 160Nos. passenger coaches according to the following composition.

Type of passenger coach		Total Quantity	First phase (as per SLR letter dated 04.03.2020 attached herewith)
TV	Third class brake van	17	01
SV	Second class brake van	08	01
TC	Third class coach	41	02
SC	Second class coach	41	03
AC	Air conditioned first class	35	02
TCBU	Third class coach with canteen	13	01
PBV	Parcel brake van	05	-

1.1.2 Second phase - Further to those 10 passenger coaches, to inspect one PBV and each type of one passenger coach which are to be changed or modified as per the requirements found during first month operating period in Sri Lanka.

Type of passenger coach		Second phase
TV	Third class brake van	01
SV	Second class brake van	01
TC	Third class coach	01
SC	Second class coach	01
AC	Air conditioned first class	01
TCBU	Third class coach with canteen	01
PBV	Parcel brake van	01

1.2 Name and address of the Supplier

M/s. RITES LIMITED
 "RITES BHAWAN"
 Plot No.01
 Sector 29
 Gurgaon 122001
 India

T.phone : 00911242571213
 Fax No. 00911242571659
 E.mail : expotech@rites.com

1.3 Inspection shall cover the entire manufacturing process and stage inspection reports to be forwarded to SLR for approval as per following guideline.

Stage 1	All the materials and components to be utilized for the contract to be inspected as and when available at stores/workplace, seat, seat covers, underframe, axles & wheels, bogie frame, furnishing materials, flooring methodology, Floor carpet, Painting method & Paints.
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Stage 2	Inspection of sub assemblies, Structural components, Surface preparation and primary painting process of all the components, Couplers and draft gears, wheel and axles, Bearings, Super structure, Car body, Doors & windows, Rain water gutters, Footsteps, Bogie assemble, secondary suspension, Gangway, Buffers, Dimensions, Water tanks and filling arrangement, Diesel tanks AC coaches, Water pump.
Stage 3	Inspection of dimensions and layouts, Component assembly and installation , Electrical wiring and components installation, Testing of sub assemblies and units, static bogie test, Brake system, Brake components are provided as per the technical specification, Conceptual drawing and clarification. Testing of structural rigidity and chamber measurement, Workmanship and built quality, Type and sizes of electrical cables, Heat insulation for carriage walls and roof, Emergency lighting for coaches, Tail lamp, Side lamp, Brake gear adjustment including possibility of adjustment for full tyres and fully worn out tyres.
Stage 4	Seat arrangement, footboards, parcel rack, Hand rails, Hand grips, Fans, Lights, Air conditioning units with outlets and inlets, Toilets & flushing system, static brake test, Train light coupling, Ability to remove and refit the train light coupling easily, performance of electrical switch gears, Roof ventilators, Electrical appliances in TCBU, Layout of the guard van, Visibility through guard's lookout, arrangement of guard's seat, Arrangement of guard's brake valve and gauges, stretcher and pigeon hole provided for guard van, handrail arrangement of guard's compartment. Floor preparation, floor material and floor carpeting, proper alignment and suitable padding/hangers of undercarriage components such as air pipes, electrical conduits, brake gearing and cabling to avoid damage during train operations, checking the facility of disabled passenger provided along with the specifications.
Stage 5	Painting, Overall dimension and compliance to the SLR rolling stock construction gauge, Rainwater leakage test, insulation Resistance test, Dynamic brake test performance of hand brake, checking the movements of bogie relative to the underframe to make sure there is no any interference, Checking that the electrical cabling are properly bundled and secured for safe and durable use, checking that the electrical components are properly fixed to avoid loosening while running on track, performance of the air condition unit under various conditions including maximum load, passenger emergency brake, Load carrying capacity of electrical installation, Coach illumination and ventilation, Audio/Visual system of AC coach, Passenger information system, Public address system, Interior and exterior markings and lettering, Final inspection of interior and exterior of the coach, Functional testing of all the components of the coach.

1.4 Following Documents will be provided to the successful bidder.

- i. Contract Agreement No: SRS/F.7340
- ii. Offer submitted by M/s. RITES LIMITED
- iii. Approved conceptual drawings
- iv. Final clarifications agreed by SLR and M/s. RITES LIMITED

- v. Further clarifications/negotiations to be discussed and finalized by SLR and M/s. RITES LIMITED will be shared during stage inspections
 - vi. Any other information or document needed by the inspector if necessary
- 1.5 The inspector shall inspect and carryout tests if deemed necessary, examine the supplier's/ manufacturer's records pertaining to the above and fully satisfy and certify the followings;
- 1.5.1 Ensure each component is brand-new, newly manufactured and not used or reconditioned. All components are free from material defects and manufacturing defects.
 - 1.5.2 The inspector shall confirm whether each coach is as per the technical specifications of Contract Agreement SRS/F.7340 signed jointly by SRS and M/s. RITES LIMITED, approved conceptual drawings and final clarifications agreed by SLR and M/s. RITES LIMITED.
 - 1.5.3 The workmanship shall be the highest grade in accordance with the modern accepted standards which agreed by SLR. If there is no any standards mentioned specifically for any components/process or sub assemblies respective RDSO standards for similar application will prevail (referred RDSO standard shall be indicated in the report).
- 1.6 The following test certificates shall be submitted with inspector's attestation.
- Mill certificates issued by material manufactures
 - Material test certificates for chemical compositions
 - Material test certificates for physical properties
 - Test certificates for heat treatment
 - Static load test for bogies
 - Brake test for each coach
 - Manufacturer's test certificates (with serial numbers) of diesel engine and generator for each AC coach
 - Type test report for carriage ceiling fan
 - Air condition capacity testing
 - Insulation Resistance test for each coach
 - Rainwater leakage test
 - Type test reports for cables
 - Test certificate confirming surface preparation, primary and final coating and clear coat including thickness which comply to relevant RDSO standards
 - Confirmation for final painting as per SLR approved colour scheme
 - Handbrake performance test
 - Earth fault protection system performance test for each coach
 - Battery capacity test for the starting battery of Diesel engine for AC coach
- 1.7 All the information including the manufacturer, supplier and technical details as indicated in name plates or documents of all major components shall be submitted.
- 1.8 While performing the inspection on each item as well as completed coach inspector shall pay their attention to make sure that all the component and completed coach is ready for using at maximum design speed of 120 kmph without any performance or safety lapses.

1.9 Special attention shall be paid to certify the curve negotiability in SLR tracks as per the tender document considering the buffer stroke and its dimensions.

1.20 All electrical components shall be checked in accordance to the approved electrical wiring diagram of each type of coaches.

Inspector shall submit his reports after each stage of inspection with the details of all the necessary observations, details, comments and recommendations including the activity report certified by the supplier/manufacturer.

After the final stage of inspection, the inspector shall submit his clear recommendation on completed coaches for roadworthiness, functionality, passenger safety and comfort. Further, all the dimensions which shall need to ensure smooth running and performance of the coach such as overall dimension, auto coupler contour and height, buffer heights, footboard clearance, height from TOR to the lowest part of the undercarriage, wheel profile and gauge, brake and electrical couplings shall be provided with sufficient details and diagrams (photographs if necessary).

After completion of the inspection work successfully inspector shall issue a certificate for each coach indicating that coach is completed in every aspect as per technical specifications of Contract Agreement SRS/F.7340 signed jointly by SLR and M/s. RITES LIMITED, approved conceptual drawings, final clarifications agreed by LR and M/s. RITES LIMITED and instruction given in this document and coach is ready for shipment through sea using a vessel safely and securely.

Annexure: 01 no. – SLR letter sent to M/s. RITES LIMITED dated 04.03.2020

THE LIST OF FOREIGN MISSIONS ABROAD

1. The Ambassador for the Democratic Socialist Republic of Sri Lanka in Australia, Belgium, People's Republic of China, Cuba, Egypt, France, Federal Republic of Germany, Indonesia, Italy, Japan, Republic of Korea, Myanmar, the Netherlands, the Philippines, Poland, Russian Federation, Sweden, Thailand, U.A.E and U.S.A.
2. The High Commissioner for the Democratic Socialist Republic of Sri Lanka in Australia, Bangladesh, Canada, India, Kenya, Malaysia, Pakistan, Singapore, South Africa and United Kingdom.
3. The Consulate General of the Democratic Socialist Republic of Sri Lanka in Federal Republic of Germany, Norway and India.
4. The Deputy High Commissioner for the Democratic Socialist Republic of Sri Lanka in Chennai.