

ORIGINAL / DUPLICATE

# SRI LANKA RAILWAYS

## Procurement of Outsourcing Heavy Metal Fabrication Works of 03 Nos. Driving Power Car Body Shells of S-8 Class Diesel Multiple Units

### **Procurement No: SRS/F. 8028**

Document Number: .....

Bidder: .....

Address: .....  
.....  
.....

Amount collected: Rs. 5,750.00

Receipt No : ..... of .....

Issued on: .....  
.....  
Issuing officer

## Section I. Instructions to Bidders (ITB)

*ITB shall be read in conjunction with the Section II, Bidding Data Sheet (BDS), which shall take precedence over ITB.*

### General

- 1. Scope of Bid**
- 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental there to as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are **specified in the BDS**. The name, identification, and number of lots (individual contracts), if any, are **provided in the BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
  - (b) if the context so requires, “singular” means “plural” and vice versa; and
  - (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 Payments under this contract will be financed by the source **specified in the BDS**.
- 3. Ethics, Fraud and Corruption**
- 3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:
- Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
  - Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
- 3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public Official in the procurement process or in contract execution;
  - (b) “fraudulent practice” means a misrepresentation or omission of

facts in order to influence a procurement process or the execution of a contract;

(c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, non competitive levels; and

(d)“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

3.3 If the Purchaser found any unethical practices as stipulated under ITB Clause 3.2, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

#### **4. Eligible Bidders**

4.1 All bidders shall possess legal rights to supply the Goods under this contract.

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified.

Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or

(b) Submit more than one bid in this bidding process. However, this does not limit the participation of sub contractors in more than one bid.

4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, [www.npa.gov.lk](http://www.npa.gov.lk).

4.4 Foreign Bidder may submit a bid only if as indicated in the **in the BDS**.

#### **5. Eligible Goods and Related Services**

5.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards.

## Contents of Bidding Documents

- 6. Sections of Bidding Documents** 6.1 The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

### Volume1

- Section I. Instructions to Bidders (ITB)
- Section VI. Conditions of Contract (CC)
- Section VIII. Contract Forms

### Volume2

- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Schedule of Requirements
- Section VII. Contract Data
- Invitation For Bid

- 6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

- 7. Clarification of Bidding Documents** 7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.

- 8. Amendment of Bidding Documents** 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.

- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

## **Preparation of Bids**

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1. The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language.
- 11. Documents Comprising the Bid** 11.1. The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
  - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;
  - (c) Documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;
  - (d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
  - (e) any other document required in the **BDS**.
- 12. Bid Submission Form and Price Schedules** 12.1. The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids** 13.1. Alternative bids shall not be considered
- 14. Bid Prices and Discounts** 14.1. The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.
- 14.2. Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.

- 14.3. If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.
- 14.4. (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:
- (a) on components and raw material used in the manufacture or assembly of goods quoted; or
  - (b) on the previously imported goods of foreign origin
- (ii) However, VAT shall not be included in the price but shall be indicated separately;
- (iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;
- (iv) the price of other incidental services
- 14.5. The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.
- 14.6. All lots, if any and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

**15.Currencies of Bid**

- 15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.

**16.Documents Establishing the Eligibility of the Bidder**

- 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

**17.Documents Establishing the Conformity of the Goods and Related Services**

- 17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and

performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if **specified in the BDS** following commencement of the use of the goods by the Purchaser

**18. Documents  
Establishing  
the  
Qualification  
s of the  
Bidder**

18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
- (b) that, if **required in the BDS**, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**19. Period of  
Validity of  
Bids**

19.1 Bids shall remain valid until the date **specified in the BDS**. A bid valid for a shorter date shall be rejected by the Purchaser as non responsive.

19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

**20. Bid Security**

20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as **specified in the BDS**.

20.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in Sri Lanka Rupees, and shall:

- (a) at the bidder's option, be in the form of either a bank draft, a

letter of credit, or a bank guarantee from a banking institution;

- (b) be issued by a institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, [www.npa.gov.lk](http://www.npa.gov.lk).
- (c) be substantially in accordance with the form included In Section IV, Bidding Forms;
- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for the period **specified in the BDS.**

20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.

20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.

20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub- Clause 19.2; or
- (b) if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
- (c) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB Clause 42;
  - (ii) furnish a Performance Security in accordance with ITB Clause 43.

## **21.Format and Signing of Bid**

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.

21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.



- 21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

### **Submission and Opening of Bids**

#### **22.Submission, Sealing and Marking of Bids**

- 22.1 Bidders may always submit their bids by mail or by hand.
- (a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copy shall then be enclosed in one single envelope.

- 22.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
- (c) bear the specific identification of this bidding process as indicated in the **BDS**; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1.

If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or pre mature opening of the bid.

#### **23.Dead line for Submission of Bids**

- 23.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**.

- 23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall there after be subject to the deadline as extended.

#### **24. Late Bids**

- 24.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

#### **25.Withdrawal, and Modification of Bids**

- 25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2,(except that no copies of the withdrawal notice are required).The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “MODIFICATION;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1.

25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

## 26. Bid Opening

26.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS.**

26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub- Clause 24.1

26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders’ representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

## Evaluation and Comparison of Bids

27. **Confidentiality**
- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening, It should do so in writing.
28. **Clarification of Bids**
- 28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.
29. **Responsiveness of Bids**
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

**30. Non conformities, Errors, and Omissions**

- 30.1 Provided that a Bid is substantially responsive ,the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid-Securing Declaration shall be executed.

**31. Preliminary Examination of Bids**

- 31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause11 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
  - (b) Price Schedules, in accordance with ITB Sub-Clause 12;
  - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.

- 32. Examination of Terms and Conditions; Technical Evaluation**
- 32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the **Contract Data** have been accepted by the Bidder without any material deviation or reservation.
- 32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.
- 33. Conversion to Single Currency**
- 33.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka .If this date falls on a public holiday the earliest working day prior to the date shall be applicable.
- 34. Domestic Preference**
- 34.1 Domestic preference shall be a factor in bid evaluation only if stated in the **BDS**. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.
- 35. Evaluation of Bids**
- 35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.
- 35.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) The Bid Price as quoted in accordance with clause 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
  - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2 ;and 14.3
  - (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
  - (e) adjustments due to the application of a domestic preference, in

accordance with ITB Clause 34 if applicable.

- 35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if **specified in the BDS**. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids
- 35.5 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.
- 36. Comparison of Bids** 36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.
- 37. Post qualification of the Bidder** 37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.
- Award of Contract**
- 39. Award Criteria** 39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40. Purchaser's Right to Vary Quantities** 40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or

<b>at Time of Award</b>		other terms and conditions of the bid and the Bidding Documents.
<b>41. Notification of Award</b>	41.1	Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
	41.2	Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
	41.3	Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.
<b>42. Signing of Contract</b>	42.1	Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.
	42.2	Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.
<b>43. Performance Security</b>	43.1	Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.
	43.2	Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is : <b>The General Manager, Sri Lanka Railways</b>
ITB 1.1	The name and identification number of this procurement are: <b>Procurement of Outsourcing Heavy Metal Fabrication Works of 03 Nos. Driving Power Car Body Shells of S-8 Class Diesel Multiple Units - SRS/F. 8028</b>
ITB 2.1	The source of funding is: Government of Sri Lanka (GOSL)
ITB 4	<p>The bidder shall have following eligibility criteria.</p> <ul style="list-style-type: none"> <li>• Bidder shall be a registered company or a joint venture formally registered in Sri Lanka to carryout major fabricating work. Bidder shall not outsource the major fabricating work to a third party.</li> <li>• The bidder shall have five (05) year experience in handling &amp; implementation of projects successfully with government or any reputed companies. Sufficient details shall be provided with the bid.</li> <li>• The bidder shall furnish the details of his / their bank account for more than Hundred Million (100 M) Rupees or documentary evidence shall be made available in respect of the way of obtaining working capital which could be utilized for the work of the contract.</li> <li>• The bidder shall submit documentary evidence in proof of ability and his capability to substantiate both heavy metal fabrication of heavy vehicles or rolling stocks in similar nature.</li> <li>• The bidder shall provide full details of their performance by way of documentary evidences supported with End User certificates for successfully completed projects/work.</li> <li>• The bidder must have at least five (05) years' experience in heavy metal fabrication work in Rail/Road transport sector covering mobile equipment's/Vehicles. At least 3 contracts shall have to be completed within this period for a total value of more than Rs. 450 Mn including one contract for a value of at least 150 Mn.</li> <li>• The bidder shall have ISO 9001:2008 quality management certificate or equivalent for heavy metal fabrication and furnishing works.</li> </ul> <p>Bids which do not comply with the above requirements will be rejected</p>
ITB 4.4	Foreign bidders <i>are not allowed to participate in bidding.</i>



	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	<p>For <b>Clarification of bid purposes</b> only, the Purchaser's address is:</p> <p>Attention: <b>Deputy General Manager (Procurement)</b></p> <p>Address: <b>Railway Procurement Sub Department, P.O. Box 1347, Olcott Mawatha, Colombo 10.</b></p> <p>Telephone: <b>94 (11) 2438078 or 94(11) 2436818</b></p> <p>Facsimile number: <b>94(11) 2432044</b></p> <p>Electronic mail address: <u><i>dgmp@railway.gov.lk, pot1@railway.gov.lk</i></u></p>
	<b>C. Preparation of Bids</b>
<b>ITB 11.1 (e)</b>	<p>The Bidder shall submit the following additional documents:</p> <ol style="list-style-type: none"> <li>1. Covering letter (if any)</li> <li>2. Bid Security – Clause 20 - ITB</li> <li>3. Official Bidding Document - Clause 1 - ITB</li> <li>4. Duly completed Price Schedule</li> <li>5. Documentary evidence in proof of bidder's ability, capability and the past experience in carrying out similar goods – Clause 18 – ITB</li> <li>6. Delivery Statement of above item- Clause 12 - CC.</li> <li>7. Certificate of Registration if applicable – Clause 44 – ITB (BDS)</li> <li>8. Work Knowledge Report.</li> <li>9. Compliance to the Technical Specifications.</li> <li>10. Valid copy of the ISO certificate – Clause 4 ITB(BDS)</li> </ol> <p>Any other applicable documents.</p>
<b>ITB 14.3</b>	<p>Add the following to ITB 14.3:</p> <p>Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.2 provided the bids for all lots are submitted and opened at the same time.</p>
<b>ITB 17</b>	<p>Add the following to ITB 17:</p> <p>17.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.</p> <p>17.5 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations</p>

	in the Price Schedule Forms, included in Section IV, Bidding Forms.
<b>ITB 17.3</b>	Not Applicable
<b>ITB 18.1 (b)</b>	After sales service is: <b><i>“required”</i></b>
<b>ITB 19.1</b>	The bid shall be valid until: 22/02/2025 (120 days)
<b>ITB 20.1</b>	Bid shall include a Bid Security issued by a local bank operating in Sri Lanka and approved by Central Bank of Sri Lanka included in Section IV Bidding Forms;  The bidder shall submit the bid security in the prescribed format in the Section IV-Bidding Forms. Submission of bid security with any major departure from the prescribed format shall be considered as major deviation and particular bid shall be rejected.
<b>ITB 20.2</b>	The amount of the Bid Security shall be: Rs.200,000.00 <i>The validity period of the bid security shall be until 24/03/2025 (150 days)</i>
	<b>D. Submission and Opening of Bids</b>
<b>ITB 22.2 (c)</b>	The inner and outer envelopes shall bear the following identification marks: <b>Heavy Metal Fabrication Works of 03 Nos. Driving Power Car Body Shells of S-8 Class DMU’s – SRS/F. 8028</b>
<b>ITB 23.1</b>	For bid submission purposes, the Purchaser’s address is: Attention: <b>Deputy General Manager (Procurement)</b> Address: <b>Railway Procurement Sub Department, P.O. Box 1347, Olcott Mawatha, Colombo 10.</b> Telephone: <b>94 (11) 2438078 or 94(11) 2436818</b> Facsimile number: <b>94(11) 2432044</b> <b>Pre bid meeting : Date 11/10/2024 Time :10.00am</b> <b>Venue: Chief Mechanical Engineer’s Office – Ratmalana</b>  The deadline for the submission of bids is: Date: <b>25/10/2024</b> Time: <b>2.00 p.m.</b>
<b>ITB 26.1</b>	The bid opening shall take place at: Address: <b>3<sup>rd</sup> floor, room number 1 Railway Procurement Sub Department, No. 1347, Olcott Mawatha, Colombo 10</b> Date: <b>25/10/2024</b> Time: <b>2.00 p.m.</b>

<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 34.1</b>	Domestic preference <i>shall not</i> be a bid evaluation factor.
<b>ITB 35.1</b>	Bidder shall provide along with the bid all the Documentary evidences, to fulfill the requirement given in bid date sheet, ITB 4 If not bid shall be considered as non-responsive.
<b>ITB 35.3(d)</b>	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: <b>Not Applicable</b> (b) Deviation in payment schedule: <b>Not Applicable</b> (c) the cost of major replacement components, mandatory spare parts, and service: <b>Not Applicable</b>
<b>ITB 35.4</b>	The following factors and methodology will be used for evaluation: Substantially responsive bids are evaluated for technical compliance and selection shall be done based on the total bid price
<b>ITB 35.5</b>	Not Applicable
<b>F. Award of Contract</b>	
<b>ITB 44</b>	<b>Add : Registration of Contract.</b> a. Any person who act as an agent of sub agent, representative or nominee for or on behalf of any bidder, shall register himself before submission of bids with Register 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 such original certificate shall be rejected. b. The bidders shall also register themselves immediately after submission of the bids and prior to the award of the procurement, in terms of the Public Contract Act No. 03 of 1987. The procurement shall not be awarded to any bidder unless such bidder has submitted the Certificate of Registration issued in terms of the Public Contract Act to the relevant Procurement Committee. c. The successful bidder shall provide the relevant particulars required by the Public Contracts Act No. 03 of 1987 to the Registrar of Public Contracts upon the award of the procurement.

### **Section III. Evaluation and Qualification Criteria**

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser uses to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

#### **Contents**

1. Evaluation Criteria(ITB 35.3{d})
2. Evaluation Criteria(ITB 35.4
3. Multiple Contracts(ITB 35.5)
4. Domestic Preference(ITB 34.1)
5. Post qualification Requirements(ITB 37.2)

*Information Copy Not For Bidding*

## **1. Evaluation Criteria (ITB 35.3(d))**

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14, one or more of the following factors as specified in ITB Sub-Clause 35.3(d) and in BDS referring to ITB 35.3(d), using the following criteria and methodologies.

- (a) Delivery schedule: Not Applicable
- (b) Deviation in payment schedule : Not Applicable
- (c) Cost of major replacement components, mandatory spare parts, and service : Not Applicable

## **2. Evaluation Criteria (ITB 35.4)**

Substantially responsive bids are evaluated using documentary evidence and certificates given by bidder to fulfill requirement given in BDS- ITB clause 4 and any site inspection if necessary to confirm the applicably based in document submitted. Substantially responsive bidders are selected. Final selection shall be based on for technical compliance and based on the total bid price.

## **3. Multiple Contracts (ITB 35.5)**

Not Applicable

## **3. Post qualification Requirements (ITB 37.2)**

Not Applicable

## **4. Domestic Preference (ITB 34.1)**

Not Applicable

Information Copy Not For Bidding

**Section IV. Bidding Forms**

**Table of Forms**

Bid Submission Form .....	22 - 23
Price Schedule .....	24 - 30
Bid Security (Guarantee) .....	31

*Information Copy Not For Bidding*

## **Bid Submission Form**

*[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

No.: *[insert number of bidding process]*

To: **The General Manager, Sri Lanka Railways**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;

We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services: **Heavy Metal Fabrication works for 03 Nos. Driving Power Car Body Shells of S-8 Class DMU's.**

- (b) The total price of our Bid without VAT, including any discounts offered is:  
.....  
*[insert the total bid price in words and figures]*;

- (c) The total price of our Bid including VAT, and any discounts offered is:.....  
*[insert the total bid price in words and figures]*;

- (d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (e) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;

- (f) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;

- (g) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser's country laws or official regulations, in accordance with ITB Sub-Clause 4.3;

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

- 1) Bid Security .....
- 2) Form of Bid .....
- 3) Duly completed Price schedule of BOQ .....
- 4) Compliance to Scope of Work .....
- 5) Terms and Conditions .....
- 6) Work Knowledge Report .....
- 7) Document evidence to established eligibility of bid .....
- 8) Document evidence to established qualifications for the performance of the contract .....
- 9) Copy of valid ISO certificate .....
- 10) Document evidence of sub-contractors if any .....
- 11) Certificate of Registration if applicable .....
- 12) any other document .....

Signed: *[insert signature of person whose name and capacity are shown]*  
In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Information Copy Not For Bidding



# Price Schedule

*[The Bidder shall fill in these Price Schedule in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Information Copy Not For Bidding

## PRICE SCHEDULE

*Note: 1. Unless otherwise allowed under ITB Clause 15, the bidders are required to quote the prices under 'A' columns;  
2. Bidders may quote prices under 'B' columns only if the ITB Clause 15 provides provisions to bid in foreign currencies for the line item*

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
				<b>Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)</b>							<b>Goods to be imported and supply (if allowed in bidding documents)</b>					
				<b>A</b>							<b>B</b>					
Line Item No.	Description of Goods or related services	Qty and unit	Country of Origin of the Goods	Unit price (inclusive of duties, sales and other taxes) Excluding VAT	Price per line item (Col. 3x5)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 5	Total Price Excluding VAT (Col 6+7)	Discounted Total price (if any) excluding VAT	VAT	Total Price Including VAT (Col. 8+10 or 9+10)	Unit price (foreign cost) <sup>1</sup>	foreign cost per line item (Col. 3x12)		All related costs to deliver the goods to their final destination inclusive of duties, sales and other taxes inland transportation, insurance. Excluding VAT		VAT
<b>S8-822</b>											currency	Amount	Currency	Amount	Sri Lanka Rupees (LKR)	LKR
1	Removal of all fittings	Full job														
2	Wash and clean the body and under frame	Full job														
3	Shot/Sand blasting	Full job														
4	Under Frame Repair with all brackets and fixtures	Full job														
5	Floor with all brackets and Fixtures	Full job														
6	Side Walls with all Brackets and Fixtures	Full job														
7	End Walls with all Brackets and Fixtures	Full job														

<sup>1</sup> Write the discounted price if any

Section IV Bidding Forms

8	Roof with all brackets and Fixtures	Full job															
9	Doors, Windows & Entire Interior Paneling	Full job															
10	All Interior and Exterior Fittings	Full job															
11	Air Piping System	Full job															
12	Paintings and Signs	Full job															
13	Replace Driver and Assistant Seats	02 Nos.															
14	Miscellaneous and Finishing work as per the original condition to assemble removed parts	As decided															
<b>Sub Total for S8 - 822</b>																	
										<b>Total</b>							

Information Copy Not For Bidding

Section IV Bidding Forms

**PRICE SCHEDULE**

*Note: 1. Unless otherwise allowed under ITB Clause 15, the bidders are required to quote the prices under 'A' columns;  
2. Bidders may quote prices under 'B' columns only if the ITB Clause 15 provides provisions to bid in foreign currencies for the line item*

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
<b>Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)</b>											<b>Goods to be imported and supply (if allowed in bidding documents)</b>					
<b>A</b>											<b>B</b>					
Line Item No.	Description of Goods or related services	Qty and unit	Country of Origin of the Goods	Unit price (inclusive of duties, sales and other taxes) Excluding VAT	Price per line item (Col. 3x5)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 5	Total Price Excluding VAT (Col 6+7)	Discounted Total price (if any) excluding VAT	VAT	Total Price Including VAT (Col. 8+10 or 9+10)	Unit price (foreign cost) <sup>2</sup>	foreign cost per line item (Col. 3x12)	All related costs to deliver the goods to their final destination inclusive of duties, sales and other taxes inland transportation, insurance. Excluding VAT	VAT		
<b>S8-828</b>											currency	Amount	Currency	Amount	Sri Lanka Rupees (LKR)	LKR
1	Removal of all fittings	Full job														
2	Wash and clean the body and under frame	Full job														
3	Shot/Sand blasting	Full job														
4	Under Frame Repair with all brackets and fixtures	Full job														
5	Floor with all brackets and Fixtures	Full job														
6	Side Walls with all Brackets and Fixtures	Full job														
7	End Walls with all Brackets and Fixtures	Full job														

<sup>2</sup> Write the discounted price if any

Section IV Bidding Forms

8	Roof with all brackets and Fixtures	Full job															
9	Doors, Windows & Entire Interior Paneling	Full job															
10	All Interior and Exterior Fittings	Full job															
11	Air Piping System	Full job															
12	Paintings and Signs	Full job															
13	Replace Driver and Assistant Seats	02 Nos															
14	Miscellaneous and Finishing work as per the original condition to assemble removed parts	As decided															
<b>Sub Total for S8 - 828</b>																	
										<b>Total</b>							

Information Copy Not For Bidding

Section IV Bidding Forms

**PRICE SCHEDULE**

Note: 1. Unless otherwise allowed under ITB Clause 15, the bidders are required to quote the prices under 'A' columns;  
 2. Bidders may quote prices under 'B' columns only if the ITB Clause 15 provides provisions to bid in foreign currencies for the line item

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
<b>Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)</b>											<b>Goods to be imported and supply (if allowed in bidding documents)</b>					
<b>A</b>											<b>B</b>					
Line Item No.	Description of Goods or related services	Qty and unit	Country of Origin of the Goods	Unit price (inclusive of duties, sales and other taxes) Excluding VAT	Price per line item (Col. 3x5)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 5	Total Price Excluding VAT (Col 6+7)	Discounted Total price (if any) excluding VAT	VAT	Total Price Including VAT (Col. 8+10 or 9+10)	Unit price (foreign cost) <sup>3</sup>	foreign cost per line item (Col. 3x12)	All related costs to deliver the goods to their final destination inclusive of duties, sales and other taxes inland transportation, insurance. Excluding VAT	VAT		
<b>S8-832</b>											currency	Amount	Currency	Amount	Sri Lanka Rupees (LKR)	LKR
1	Removal of all fittings	Full job														
2	Wash and clean the body and under frame	Full job														
3	Shot/Sand blasting	Full job														
4	Under Frame Repair with all brackets and fixtures	Full job														
5	Floor with all brackets and Fixtures	Full job														
6	Side Walls with all Brackets and Fixtures	Full job														
7	End Walls with all Brackets and Fixtures	Full job														

<sup>3</sup> Write the discounted price if any

Section IV Bidding Forms

8	Roof with all brackets and Fixtures	Full job															
9	Doors, Windows & Entire Interior Paneling	Full job															
10	All Interior and Exterior Fittings	Full job															
11	Air Piping System	Full job															
12	Paintings and Signs	Full job															
13	Replace Driver and Assistant Seats	02 Nos.															
14	Miscellaneous and Finishing work as per the original condition to assemble removed parts	As decided															
<b>Sub Total for S8 - 832</b>																	
<b>Total Bid Price for S8-822, S8-828 and S8-832</b>																	

Information Copy Not For Bidding

## Bid Guarantee

*[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]*

----- *[insert issuing agency's name, and address of issuing branch or office]* -----

**Beneficiary:** General Manager Sri Lanka Railways  
Railway Head Quarters,  
P.O. Box 355, OlcottMawatha,  
Colombo 10.

**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 supply of *[insert name of Supplier]* 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"); or
- (c) having been notified of the acceptance of its Bid by the 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)]*



Please Refer Information Copy Part 02

Information Copy Not For Bidding

Please Refer Information Copy Part 02

*Information Copy Not For Bidding*

Please Refer Information Copy Part 02

*Information Copy Not For Bidding*