

Section V. Schedule of Requirements

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1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Unit	Final (Project Site) Destination as specified in Contract Data	Delivery Date
1	Heavy Metal Fabrication Works of Driving Power Car Body Shells of S-8 Class Diesel Multiple Units	03	Nos.	Chief Mechanical Engineer's Workshop as Specified by SLR	<p>1st Driving Power Car in 04 months from the date of release the Advance Payment.</p> <p>2nd Driving Power Car in 06 months from the date of release the Advance Payment.</p> <p>3rd Driving Power Car in 08 months from the date of release the Advance Payment.</p>

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2.Specification – Scope of Work

Body shells of S8-822, 828, 832 power cars shall be refurbished (heavy Repair) under this contract.

SLR will handing over the power car bodies to contractor after removing its bogies, propeller shafts, engine, gear boxes, Radiator cowl, Auxiliary Generator, Compressor, Oil coolers, Diesel tanks, Battery Boxes, Driver and Assistant Seats, electrical components, Auto couplers, Buffers, Driver’s desk gauges, Passenger seats, fans

The contractor shall attend to following areas of the each S-8 DMU Driving Power Car’s

Job No.	Job Description
1	Removal of all paneling
2	Wash and clean the body and under frame
3	Shot/Sand blasting
4	<p><u>Under Frame Repair with all brackets and fixtures</u></p> <p>Shall make arrangements to avoid slag of the under frame at any time when install the engine and other accessories. (Approximately 25 Tons)</p> <p>i. Sole Bars</p> <p>Sole bars shall be checked for possible corrossions and decay, after shot/sand blasting, and to be replaced wherever necessary.</p> <p>ii. Cross Beams</p> <p>All decayed cross beams shall be replaced with new sections of same material and size of existing ones.</p> <p>iii. Longitudinal Beams</p> <p>All decayed and weak longitudinal beams shall be replaced with sections of same material & size together with fixtures for accessories.</p> <p>iv. Head stocks & Auto coupler fixing pocket</p> <p>All head stocks and Auto coupler fixing pocket shall be repaired and refurbished.</p> <p>v. Brake Piping , Electrical conduits, passenger alarm system</p> <p>All brake pipes and electrical conduits shall be completely replaced. Pipes, chains & linkages of passenger alarm system shall be replaced.</p> <p>vi. Bogie Center Supporting Structure at under frame</p> <p>Bogie centers supporting structure shall be repaired and refurbished. (Repair/Replace)</p> <p>vii. Cattle Guard</p> <p>Newly built cattle guard shall be installed as per the original specifications.</p> <p>viii. Diesel Tank Mounting Arrangement and diesel piping arrangement</p> <p>Two diesel tank mountings and diesel piping arrangements shall be repaired and refurbished as possible to install diesel tanks for the SLR. (Replace or Repair)</p> <p>ix. Other Equipments mountings of under frame</p> <p>Mountings of Propeller shafts, Air reservoirs and other equipment hanging in the under frame shall be repaired and refurbished.</p> <p>x. Rust removing and Painting</p>

	Clean and remove the rust. Apply one coat of Epoxy Zinc Phosphate Primer paint (thickness 60 microns min.) and one layer of Bituminous paint with sufficient coating thickness.
5	<p><u>Floor with all brackets and Fixtures</u></p> <ul style="list-style-type: none"> i. Floor of engine room shall be of corrugated weather resistance steel sheet of more than 5mm thick supported by steel structure of under-frame. ii. Floor of driving power car passenger portion, guard and driver compartment shall be of corrugated weather resistance steel sheet of more than 5 mm thick supported by the steel structure of under-frame and a layer of sufficient thickness of sound absorption, low density composite material laid on it with a floor carpet of wear group T, Class 34, Homogeneous PVC(Polyvinyl Chloride) which shall be complied with BS EN 649:1997. The carpet shall be easy to clean, water proof, fire retardant, warp/scratch resistance. iii. Drain holes to be suitably provided on the floor. iv. Engine mounting, Gear box mounting, auxiliaries mountings (including auxiliary generator and compressor mountings) shall be repaired and refurbished. v. Provisions for locating seats shall be provided on the floor.
6	<p><u>Side Walls with all Brackets and Fixtures</u></p> <ul style="list-style-type: none"> i. All decayed vertical pillars, car lines and horizontal sections shall be replaced with sections of same material and size used in the original construction. ii. Corroded and decayed wall plates shall be replaced. Material used should be same material used in the original construction. All welded Joints have to be ground and finished even. iii. Decayed door frames shall be replaced with newly fabricated door, wherever necessary. iv. All louvers shall be replaced with sections of same material and size used in the original construction. v. Guard observation panel shall be repaired as per the original construction with replacing glasses and rubber beadings in EPDM material. vi. Rain water gutters shall be provided for all entrance doors. vii. Inside of the wall plate and all members of the power car structure shall be painted using the process described in the painting specification. viii. Outside wall that is ground and finished smooth, shall be painted using the process described in the painting specification.
7	<p><u>End Walls with all Brackets and Fixtures</u></p> <ul style="list-style-type: none"> i. Front face of the power car shall be refurbished with sections of same material and size used in original construction. Sun shade, windscreen glasses and rubber beadings shall be replaced as per the original sizes and specifications. There shall

	<p>be provisions to install lights, wiper, buffers and communication cables as per the original construction.</p> <ul style="list-style-type: none"> ii. All decayed end pillars shall be replaced with sections of same material and size, used in original construction. iii. Decayed and corroded end wall plates shall be replaced. Material used should be same material used in the original construction. Joints have to be ground and finished even. iv. The ladder fitted in the backside end wall shall be suitably repaired or replaced. v. Both end walls shall be properly cleaned, remove the rust and apply a primer vi. Apply under coat and a top clear coat acceptable to SLR, to the given colour code comply with the painting specification
8	<p><u>Roof with all brackets and Fixtures</u></p> <ul style="list-style-type: none"> i. All decayed roof plates & carlines shall be completely replaced with steel sheets of same material & size used in the original construction. ii. All electrical conduits running along the roof shall be completely replaced. iii. Passenger alarm system encased in the ceiling to be restored to the original condition. iv. Sufficient number of ventilators shall be provided along the roof as per the original design. v. All roof mounted water tanks shall be replaced with newly design tanks made out of galvanized steel that will not get cracked due to vibration. vi. Roof gutters shall be provided in both side of roof to prevent rain water getting in to compartment. vii. Clean properly, remove the rust and apply a primer viii. Apply under coat and a top clear coat acceptable to SLR, to the given colour code comply with the painting specification
9	<p><u>Doors, Windows & Entire Interior Paneling</u></p> <p>a. Doors</p> <ul style="list-style-type: none"> i. Doors shall be replaced and fitted with toughened safety glass and weather resistant rubber beading in EPDM material . ii. All door locks shall be repaired or replaced and be able to lock from inside & outside of all doors with the carriage key. iii. Door stoppers shall be fitted for all doors, enable to keep the doors in open position. <p>b. Windows in Passenger Portion</p>

	<ul style="list-style-type: none"> i. Complete window including window frame, glass shutter and window catchers shall be installed ii. Window frames and shutters shall be made out of heavy duty Aluminum alloy sections and fitted with toughened safety glass of 4mm thick and weather resistant rubber beadings. iii. All windows shall have full open, half open and fully closed positions. iv. Shutter holding mechanism shall be simple, robust, durable and easy maintainable. <p>c. Windows in Driver’s Cabin</p> <ul style="list-style-type: none"> i. Window frames and shutters shall be made out of heavy duty Aluminum alloy sections and fitted with toughened safety glass of 4mm thick and weather resistant rubber beadings. ii. Shutter holding mechanism shall be simple, robust, durable and easy maintainable. ii. Window glass shall tint. <p>a. Interior Paneling</p> <ul style="list-style-type: none"> i. All paneling shall be replaced where necessary with sheets/panels of at least of 3mm thick fire retardant, scratch resistant, dirt resistant, durable and easily cleanable, composite material suitable for public use. ii. Paneling shall be installed with sufficient number of fixtures and fasteners to withstand the heavy shocks and vibrations. iii. In between wall plate/ceiling and interior paneling shall have filled with insulation material having sound proofing, fire retardant and heat resistant qualities. iv. Paneling shall be able to remove and refit for future maintenance purposes. v. Shall provide provisions for install light and fan fittings, passenger emergency alarm fittings on ceiling and side walls
10	<p><u>All Interior & Exterior Fittings</u></p> <p>a. Footsteps</p> <ul style="list-style-type: none"> i. Footsteps shall be made out of anti-skid steel plates and fitted to the power car body with strong fixtures, enable to withstand passenger load of at least 1000 Kg (01 Ton). ii. Footsteps shall be able to remove and refit for maintenance purposes iii. Footsteps shall be always within the rolling stock construction gauge. <p>b. Entrance Door Hand Rails & Roof mounted hand rails</p> <ul style="list-style-type: none"> i. Hand rails made out of heavy duty steel pipe, covered with stainless steel sleeve

	<p>having anti-skid properties shall be fitted.</p> <ul style="list-style-type: none"> ii. Hand rails and the fixtures shall be strong enough to withstand overhanging passenger load of at least 1000 kg (01 Ton). iii. Entrance Door Hand rails shall be always within the rolling stock construction gauge. iv. Both ends of entrance door hand rails shall be painted luminous yellow for the clear view of passengers, especially at night. v. All vertical poles and roof mounted hand rails shall be repaired or replaced where necessary. vi. Hand holds for standing passengers shall be provided. <p>c. Parcel Racks</p> <ul style="list-style-type: none"> vii. Parcel racks shall be made out of good quality, weather resistant, non-corrosive stainless steel suitable for rusty environment with minimum maintenance. viii. Parcel racks shall be easily cleanable. <p>d. Ventilators</p> <ul style="list-style-type: none"> ix. All ventilators mounted on power car roof shall be repaired and restored to the original condition. <p>h. Driver Desk</p> <p>The driver desk shall be completely replaced with steel sheets of same material & size used in the original construction.</p> <p>i. Electrical Cubicles</p> <p>All electrical cubical shall be repaired or completely replaced as per the original sizes, using original materials including insulation, rails as ready to install electrical components and wiring.</p>
11	<p><u>Air Piping System</u></p> <p>a. Air Pipe System</p> <ul style="list-style-type: none"> i. All Pipes of the Air Brake System shall be replaced with heavy duty stainless Steel pipes. ii. All pipe holding brackets shall be replaced.
12	<p><u>Paintings and Lettering/Signs & Marks</u></p> <p>a. Painting</p> <ul style="list-style-type: none"> i. All inner metal surfaces of the power car body shall be painted as specified in the painting specification. ii. All outer surfaces of Power car body consist with End wall, Side wall, Roof,

	<p>under-frame together with doors & windows shall be painted appropriately.</p> <p>iii. All paints shall be weather resistant.</p> <p>iv. Guard's lookouts shall be painted with luminous yellow colour.</p> <p>b. Signs & Marks</p> <p>i. Stock number accompanied with type of the power car shall be inscribed in all places indicated.</p> <p>ii. Heavy Repair Date shall be inscribed in the left hand side bottom corner of both end walls.</p>
13	<p><u>Driver and Driver Assistant seat</u></p> <p>i. Shall be similar as the existing seat</p> <p>ii. Existing seat can be inspected at the pre-bid meeting</p> <p>iii. Prior approval shall be obtain by the Purchaser</p>
<p><i>Bidder's Compliance and Comments for the Scope of Work (Agree / Not Agree)</i></p> <p>.....</p> <p>Bidder's Signature</p>	

Painting Specification

Painting Location	Painting Operation	Paint type	Method of Application	Coating Thickness - DFT
Out side body of the power car and roof	Primer	Epoxy Zinc Phosphate Primer	Airless Spray	60 microns min
	Putty	Unsaturated polyester putty	Spatula	300 microns max
	Surface / Under coat	PU Surfacer	Air Spray	50 microns min
	Finish / Top coat	PU full Gloss enamel	Air Spray	45 microns min

Note : Colour code will be given at the pre-bid meeting

Drawings

1. Under Frame (Driving Power Coach) (MC) – Drawing No. SLR/ATU/S8/002
2. Rolling Stock Construction Gauge – Drawing No. SLR/ATU/S8/003
3. Section of Side Construction (2) – Drawing No. SLR/ATU/S8/010
4. Section of Side Construction (3) – Drawing No. SLR/ATU/S8/011
5. Section of Roof Construction – Drawing No. SLR/ATU/S8/012
6. Side Window Assembly (Engine Room) – Drawing No. SLR/ATU/S8/017

Terms and conditions

1. The bidder shall visit Chief Mechanical Engineer's work shop, Rathmalana to look over each of the Driving Power Car and verify the amount of work before submit the offer.
2. The offer received without the duly completed 'Work Knowledge Report' attached in the document will be rejected
3. Work has to be attended on a location provided by SLR.
4. Each Power car shall be jointly inspected by the contractor and SLR shall be agreed with the condition before starting refurbishing work
5. Energy and water consumption shall have to bear by the contractor
6. Removed items to be placed on room provided by SLR.
7. **Bogies, propeller shafts, engine, gear boxes, Radiator cowl, Chimney Auxiliary Generator, Compressor, Oil coolers, Diesel tanks, Battery Boxes, Driver and Assistant Seats, electrical components, Auto couplers, Buffers, Driver's desk gauges, Passenger seats** will be removed by SLR before each Power car is released for the contractor.
8. All three power cars shall be handed over to the contractor at the commence of the project (Date of release the Advance Payment)

Agree / Not Agree with the above Terms and Conditions.

.....
Bidder's Signature & Official Stamp

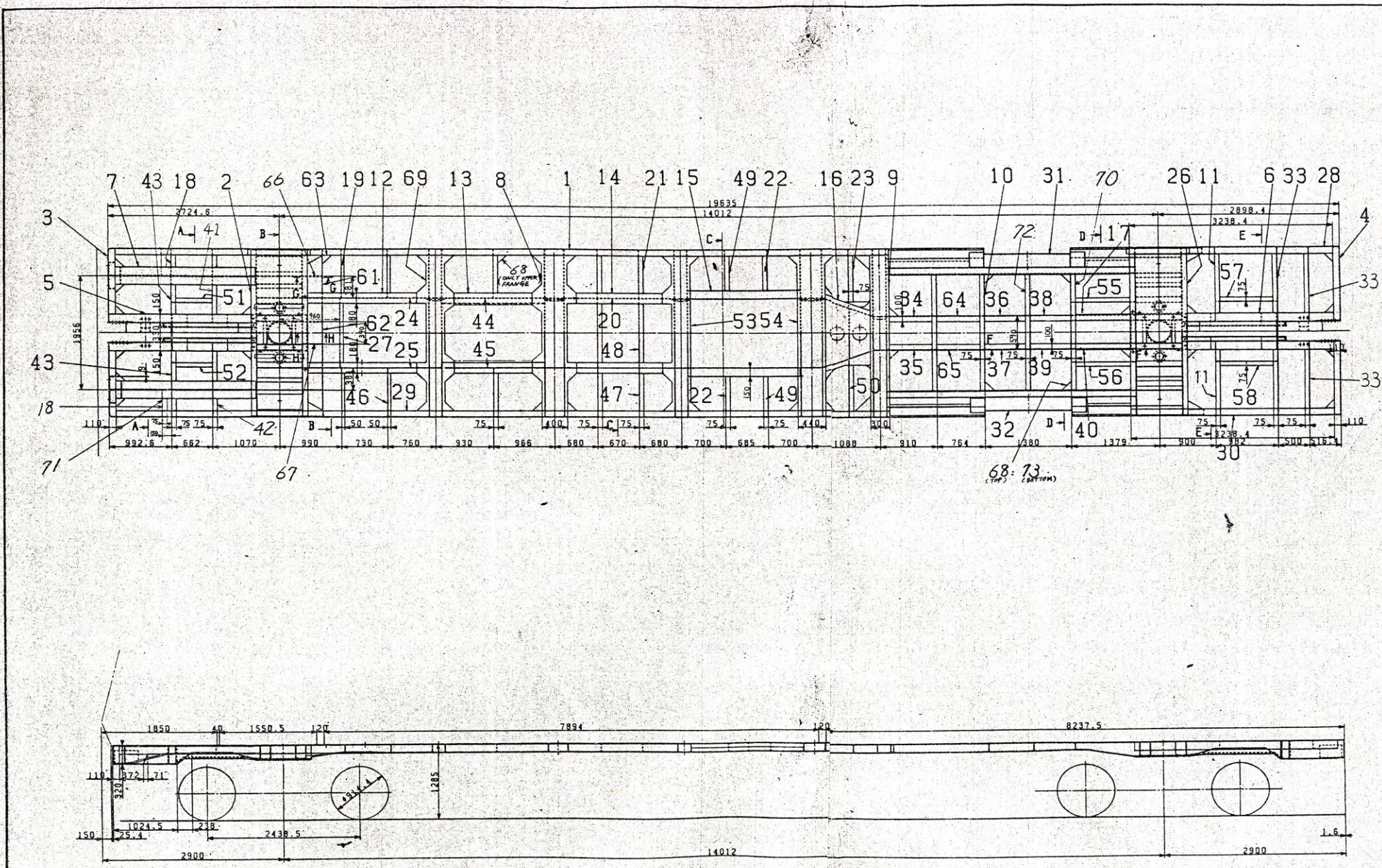
Work Knowledge Report

It is bidder's responsible to bid after getting information and site inspection for each type of locomotive

Bidder's company name		
Site	CME Workshops - Rathmalana	
Dates of visits		
Observed S8 Class Driving Power Car and understood the scope of work	S8 – 822	Yes/No
	S8 – 828	Yes/No
	S8 – 832	Yes/No
Bidder's signature & Official stamp		
Signature and official stamp of the respective Work Shop Manager		
Signature and official stamp of the respective engineer		

3. DRAWINGS

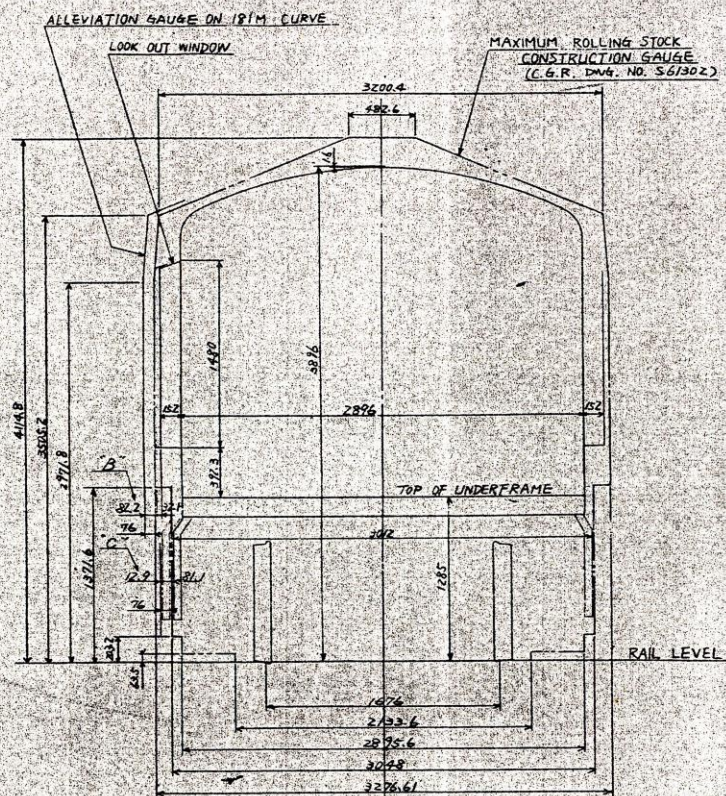
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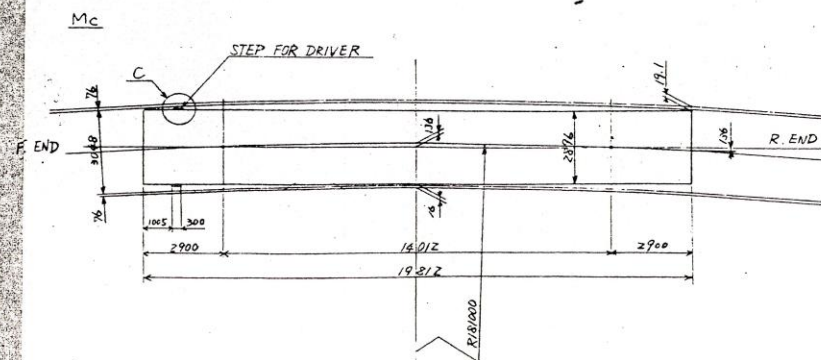
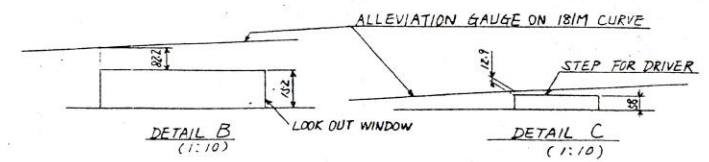
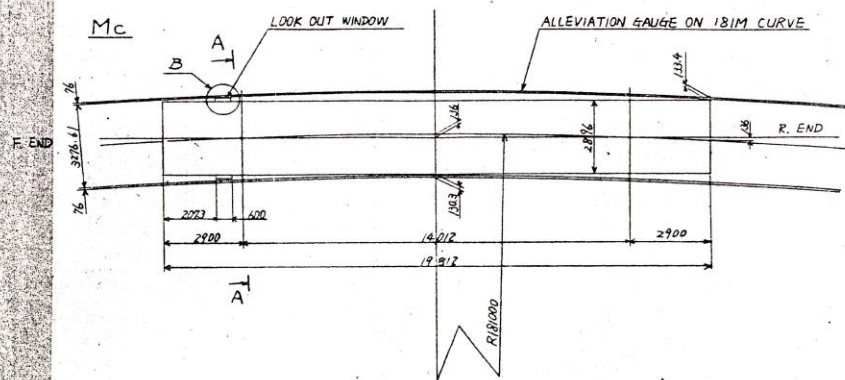
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					MC	TC	
1		SIDE SILL	SS41	/	/		
2		BOLSTER	Do.	/	/		
3		END SILL	Do.	/	/		
4		END SILL	Do.	/	/		
5		CENTER SILL	Do.	/	/		
6		CENTER SILL	Do.	/	/		
7		BUFFER SILL	Do.	2			
8		CROSS BEAM	Do.	/	/		
9		Do.	Do.	/	/		
10		Do.	Do.	2			
11		CROSS BEAM	Do.	2			
12		CENTER SILL	Do.	/	/		
13		Do.	Do.	/	/		
14		CENTER SILL	Do.	2			
15		SUPPORT BEAM	Do.	2			
16		CENTER SILL	SS41	/	/		
17							
18		CROSS BEAM	SS41	2			
19		CROSS BEAM	SS41	2			
20							
21		CROSS BEAM	SS41	3			
22		Do.	Do.	2			
23		CROSS BEAM	SS41	/	/		
24							
25		CENTER SILL	SS41	/	/		
26		BOLSTER	Do.	/	/		
27		CROSS BEAM	Do.	/	/		
28		SIDE SILL	Do.	/	/		
29		Do.	Do.	/	/		
30		SIDE SILL	Do.	/	/		
31		ENTRANCE BEAM	Do.	/	/		
32		ENTRANCE BEAM	Do.	/	/		
33		CROSS BEAM	Do.	9			
34		CENTER SILL	Do.	/	/		
35		Do.	Do.	/	/		
36		Do.	Do.	/	/		
37		Do.	Do.	/	/		
38		Do.	Do.	/	/		
39		CENTER SILL	SS41	/	/		
40							
41		CROSS BEAM	SS41	2			
42		Do.	Do.	2			
43		CROSS BEAM	SS41	2			
44							
45		CENTER SILL	SS41	/	/		
46		CROSS BEAM	Do.	2			
47		Do.	Do.	3			
48		Do.	Do.	2			
49		Do.	Do.	2			
50		CROSS BEAM	Do.	/	/		
51		BEAM	Do.	/	/		
52		BEAM	Do.	/	/		
53		CROSS BEAM	Do.	/	/		
54		CROSS BEAM	Do.	/	/		
55		BEAM	Do.	/	/		
56		Do.	Do.	/	/		
57		Do.	Do.	/	/		
58		BEAM	SS41	/	/		
59							
60							
61		BRACKET	SS41	2			
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63		STIFFENER	Do.	2			
64		CENTER SILL	Do.	/	/		
65		CENTER SILL	Do.	/	/		
66		STIFFENER	Do.	2			
67		Do.	Do.	2			
68		STIFFENER	Do.	/	/		
69		CROSS BEAM	Do.	/	/		
70		Do.	Do.	/	/		
71		Do.	Do.	2			
72		CROSS BEAM	Do.	/	/		
73		STIFFENER	SS41	2			

SRI LANKA GOVERNMENT RAILWAY MECHANICAL DEPARTMENT

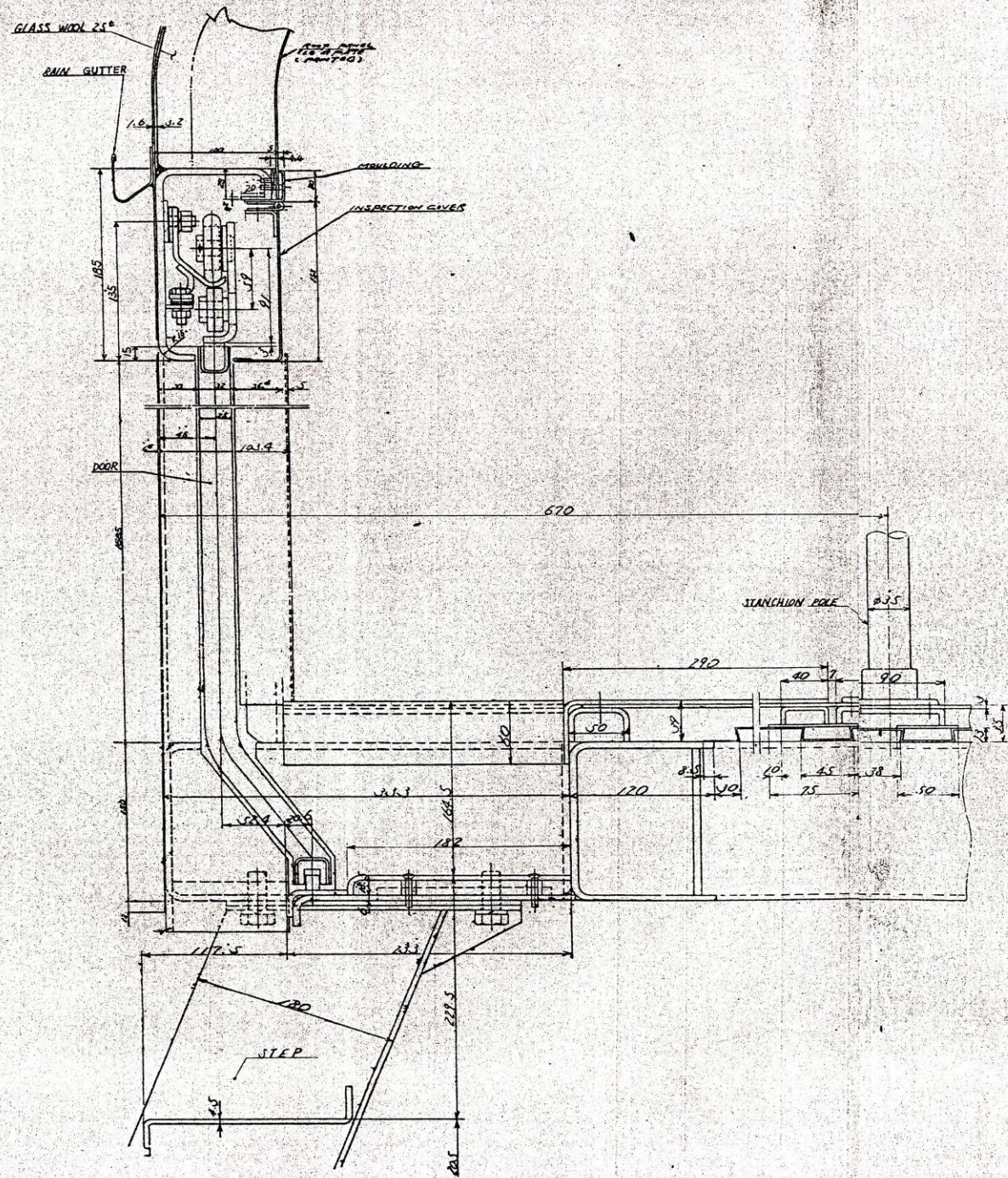
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Approved (MED)		DIVISION
Approved (CME)		
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Date		D.NO.SLR/ATU/SE/002 DRAWER No.



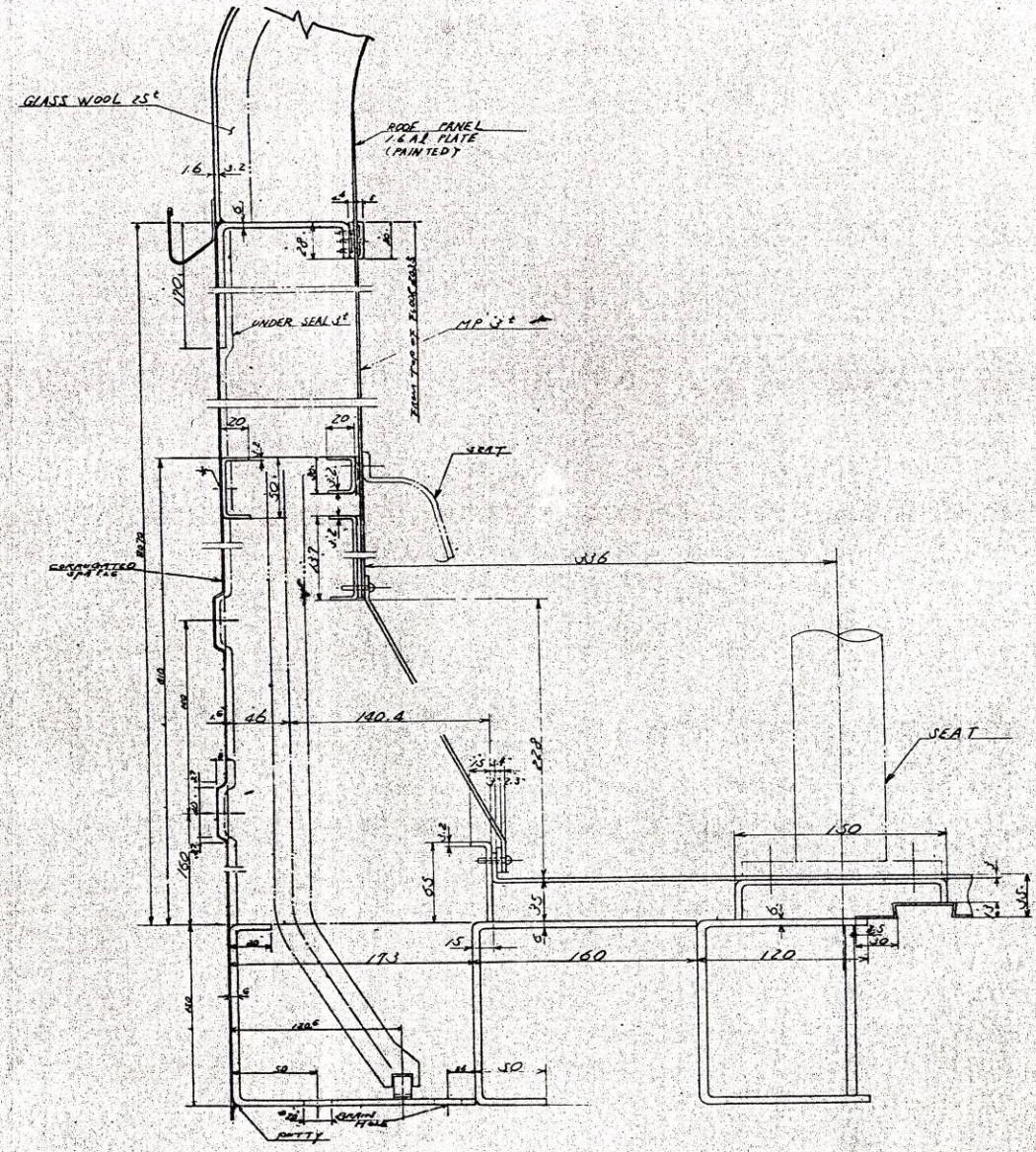
VIEW A-A
(I.F. 20)



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Checked by		SUB-DIVISION	
Approved (MED)		DIVISION	
Approved (CME)			
Inked by		SCALE	1 : 100
Date		DRAWER No.	D.NO.SLR/ATU/S8/OO 3



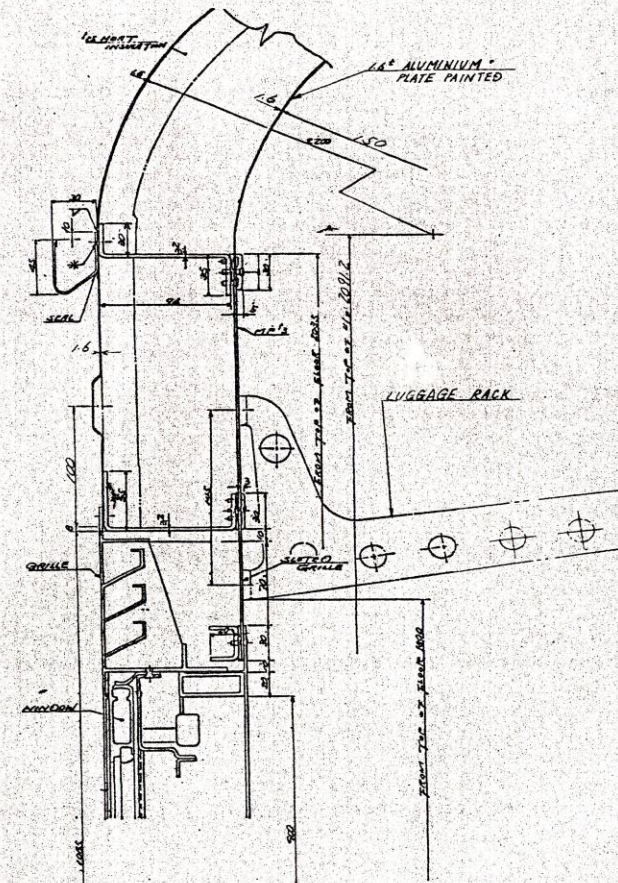
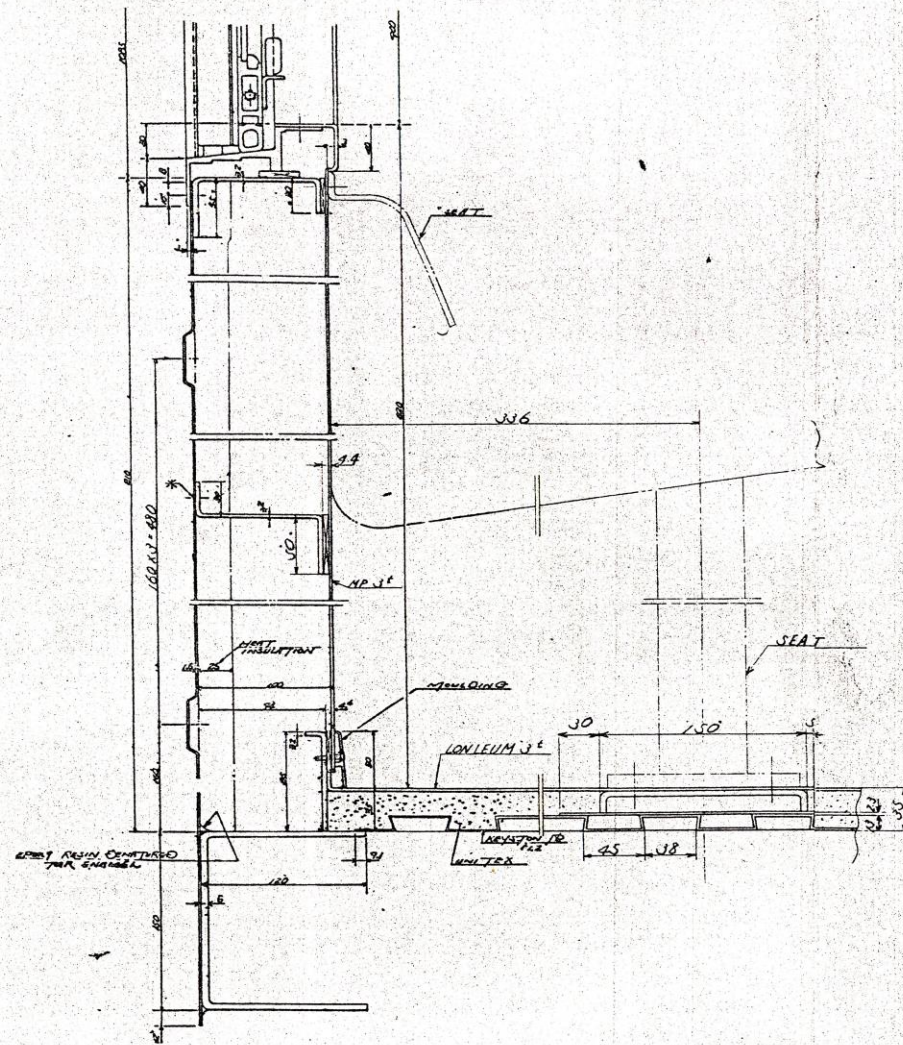
SECTION B - B



SECTION C - C

REFER TO SEPARATE DWG. NO. SLR/ATU/58/009.011

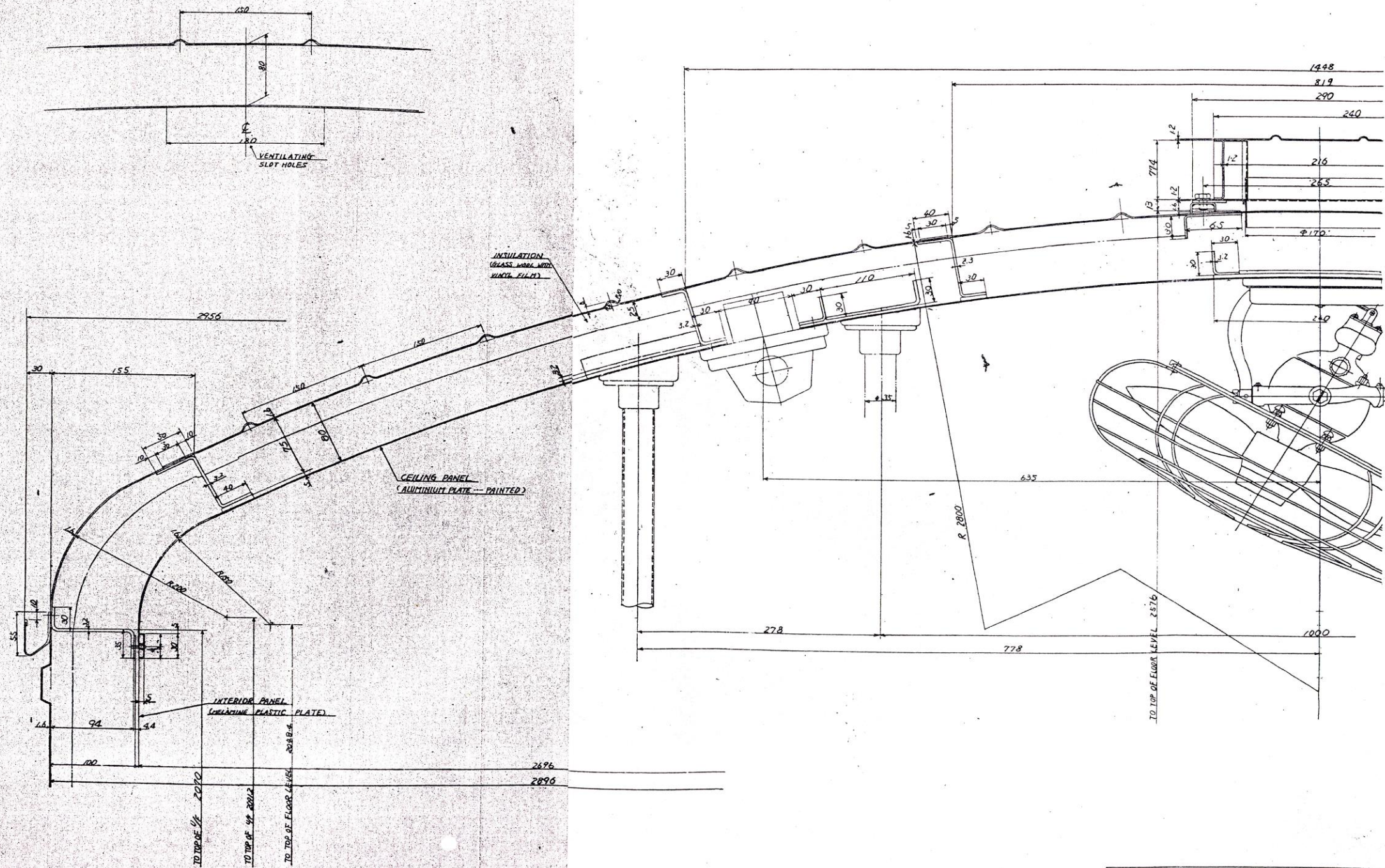
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Approved (MED)		DIVISION	
Approved (CME)			
Inked by		SCALE 1 : 2	D.NO.SLR/ATU/58/009.011
Date		DRAWER No.	



SECTION D-D

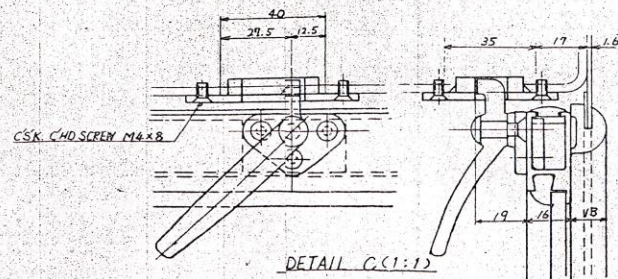
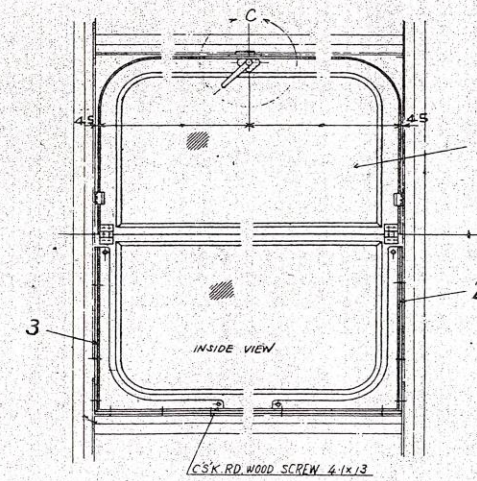
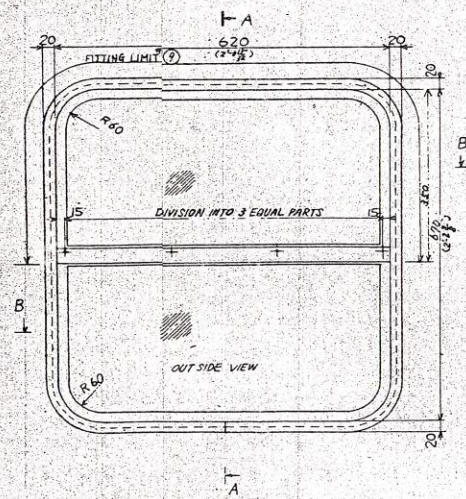
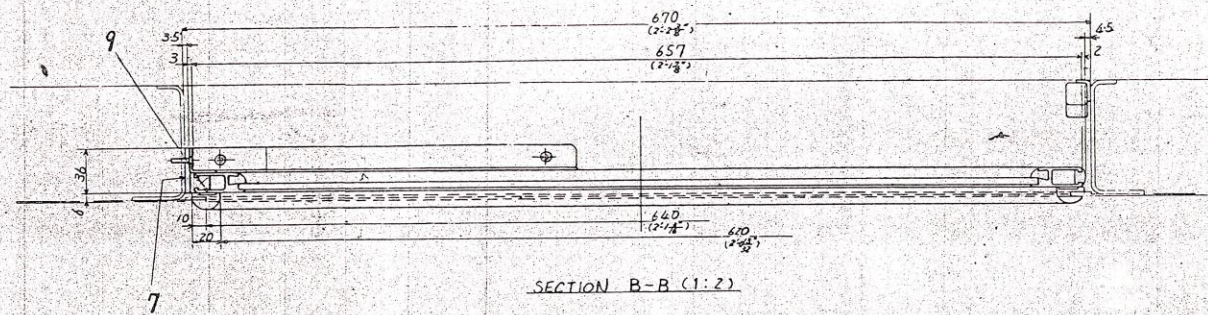
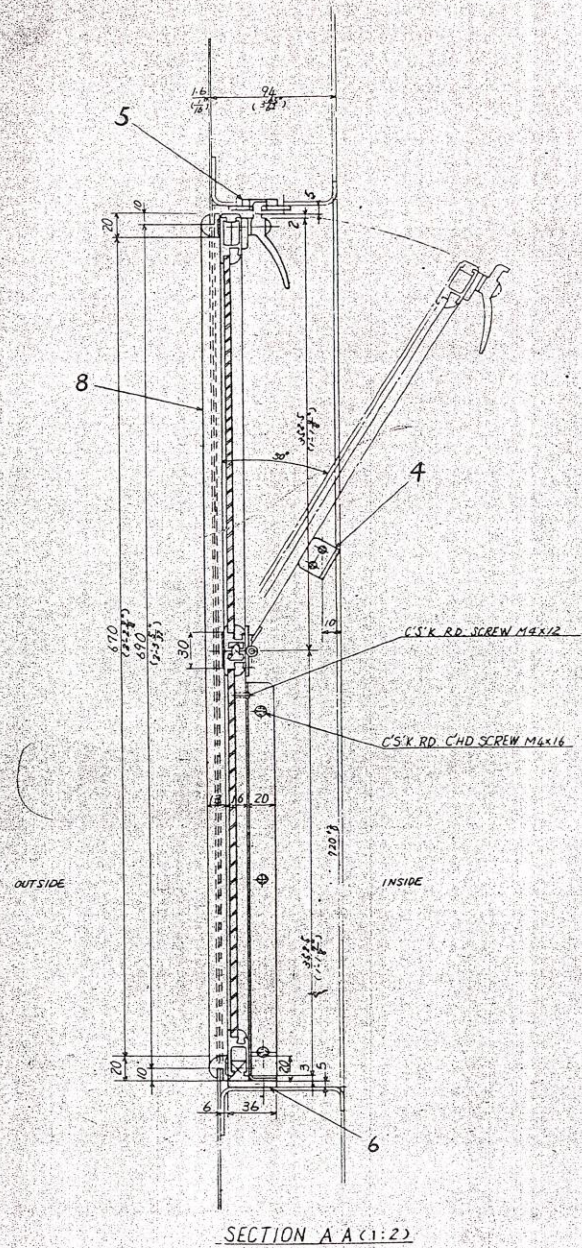
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SRI LANKA GOVERNMENT RAILWAY MECHANICAL DEPARTMENT			
Drawn by	ALTER SLIP No.	TITLE	SECTION OF SIDE COSTRUCTION (3)
Checked by		SUB-DIVISION	
Approved (MED)		DIVISION	
Approved (CME)		SCALE	1 : 2
Inked by		DRAWER No.	D. NO. SLR/ATU/S8/O11
Date			



SRI LANKA GOVERNMENT RAILWAY MECHANICAL DEPARTMENT			
Drawn by	ALTER#SLIP.No.	TITLE	SECTION OF ROOF CONSTRUCTION
Checked by		SUB-DIVISION	
Approved (MED)		DIVISION	
Approved (CME)			
Inked by		SCALE	1 : 2
Date		DRAWER No.	D.NO.SLR/ATU/S8/D12

REF. NO.	DRG. NO.	DESCRIPTION	MATERIAL	WEIGHT	QTY / CAR		REMARKS (SUPPLIER)
					Mg	%	
1		FIXED WINDOW ASS'Y	ASS'Y		1		
2		MOULDING	ALUMINIUM		1		
3		MOULDING	SS		1		
4		CUSHION RUBBER	ASS'Y		2		
5		CATCHER	SS		1		
6		PACKING	HB		1		
7		PACKING	HB		2		
8		MOULD RUBBER	CR		1		
9		PACKING	CR		1		



SRI LANKA GOVERNMENT RAILWAY MECHANICAL DEPARTMENT			
Drawn by	ALTER@SLIP.No	TITLE	SIDE WINDOW ASSEMBLY (ENGINE ROOM)
Checked by		SUB-DIVISION	
Approved (MED)		DIVISION	
Approved (CME)			
Inked by		SCALE	1:5
Date		DRAWER No.	D.NO.SLR/ATU/SB/017

4. Inspections and Tests

The following inspections and tests shall be performed: *[insert list of inspections and tests if any]*

Inspection and Tests shall be carried out in accordance to the CC 25.1 of Contract Data Section. VII

Information Copy Not For Bidding

Section VI. Conditions of Contract

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Section VI. Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings here by assigned to them:

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set for thin the Contract.
- (f) “CC” means the Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) “Purchaser” means the entity purchasing the Goods and Related Services, as **specified in the Contract Data.**
- (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to

be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (l) “The Project Site,” where applicable, means the place named in the **Contract Data**.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

3.1 The Government of Sri Lanka requires the Purchaser as well as 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:

- (i) “corrupt practice” means 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;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) “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
- (iv) “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.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Entire Agreement

The Contract constitutes the entire agreement between the

Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect there to made prior to the date of Contract.

4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party there to.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Joint
Venture,
Consortium
or
Association**

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

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

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address **specified in the Contract Data**. The term "in writing" means communicated in written form with proof of receipt.

- 8.2 A notice shall be effective when delivered or on the notice's effective date, which ever is later.
- 9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 10. Settlement of Disputes** 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as here in after provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration maybe commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.
- 10.3 Not with standing any reference to arbitration here in,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 11. Scope of Supply** 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 12. Delivery and Documents** 12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data.
- 13. Supplier's Responsibilities** 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause11, and the Delivery and Completion Schedule, as per CC Clause 12.

- 14. Contract Price** 14.1 Prices charged by the Supplier for the Goods supplied and the Related services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
- 15. Terms of Payment** 15.1 The Contract Price, shall be paid as specified in the **Contract Data**.
- 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16. Taxes and Duties** 16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17. Performance Security** 17.1 If required as specified in the **Contract Data**, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.
- 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 As specified in the **Contract Data**, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the **Contract Data**, or in another format acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 18. Copyright** 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain invested in such third party.

- 19. Confidential Information**
- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party here to, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Sub contractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.
- 19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
- 20. Sub contracting**
- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.
- 21. Specifications and Standards**
- 21.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of

the Purchaser, by giving a notice of such disclaimer to the Purchaser.

- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

- 22. Packing and Documents** 22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.
- 23. Insurance** 23.1 Unless otherwise specified in the **Contract Data**, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
- 24. Transportation** 24.1 Unless otherwise specified in the **Contract Data**, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.
- 25. Inspections and Tests** 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to

attend the test and/or inspection.

- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

- 26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Good so run per formed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

27. Warranty

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

- 27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.3 Unless otherwise specified in the **Contract Data**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **Contract Data**.
- 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **Contract Data**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **Contract Data**, the Purchaser may proceed to take within a reasonable period such remedial action as maybe necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**28. Patent
Indemnity**

- 28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from

the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Sub contractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other document or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

- 30. Change in Laws and Regulations**
- 30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Not with standing the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.
- 31. Force Majeure**
- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 32. Change Orders and Contract Amendments**
- 32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight(28) days from the date of the Supplier's receipt of the Purchaser's change order.

32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

33. Extensions of Time

33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

34. Termination

34.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant

to CC Clause 33;

- (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

34.3 Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and

delivered at the Contract terms and prices; and/or

- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially complete Goods and Related Services and for d materials and parts previously procured by the Supplier.

35. Assignment 35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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Section VII. Contract Data

The following Contract Data shall supplement and / or amend the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the CC

CC 1.1(h)	The Purchaser is: The General Manager, Sri Lanka Railways
CC 1.1 (l)	The Project Site(s)/Final Destination(s) is/are: Railway Premises at Chief Mechanical Engineer's Workshop
CC 1.1	The name and identification number of the contract are, Heavy Metal Fabrication Works of 03 Nos. Driving Power Car Body Shells of S-8 Class Diesel Multiple Units IFB No. SRS/F. 8028
CC 8.1	For notices , the Purchaser's address shall be: Attention: Deputy General Manager (Procurement) Address: Railway Procurement Sub Department, P.O. Box 1347, Olcott Mawatha, Colombo 10. Telephone: 94 (11) 2438078 or 94(11) 2436818 Facsimile number: 94(11) 2432044 Electronic mail address: dgmp@railway.gov.lk , pot1@railway.gov.lk
CC 12.1	1) Details of Shipping and other Documents to be furnished by the Supplier are: <i>Tax Invoice</i>
CC 15.1	Payment will be made after completion of each power car. An advance payment up to 20% of the total bid price (sum of bid price for all three S8 Driving Power Cars) shall be considered upon submission of unconditional Advance Payment guarantee through a registered commercial bank in Sri Lanka approved by the Central Bank of Sri Lanka. The advance payment guarantee shall valid to cover the entire delivery period plus two months. 75% of the total bid price of each power car shall be released on completing the repairs and issuing the acceptance by the SLR for the each power car. Balance 5% of the total bid price will be kept back as retention money and shall be released after the successful completion of the warranty period.

CC 17.1	A Performance Security shall be ten percent (10%) of the contract price. Performance Security shall be released on successful completion of the guarantee period.
CC 25.1	<p>The inspections and tests shall be:</p> <ul style="list-style-type: none"> a) The refurbishing and fabrication work shall be inspected by the officers appointed by the Purchaser b) The Purchaser and / or his representatives reserves the right to inspect any materials, paints, machinery or equipment used for the execution of the work at any time to ascertain the condition of such materials, paints, machinery and equipment and shall have the right to reject such items unacceptable due to non-conformity with accepted standards, specifications and the condition of the Power cars c) The Purchaser and /or his representatives shall have the right to inspect repair work in progress at any stage of repair to determine the quality, suitability or adequacy of such work d) The contractor shall give all assistance for such inspections done by the officer of the Purchaser e) If any service done by the contractor does not conform to the Specification & Drawings or not up to the required standard, the inspector shall instruct the contractor to re-do the work without any cost to the Purchaser. If the contractor fails to do so the inspector shall impose a fine equal to two times of the agreed rate for the particular work of the power car.
CC 25.2	The Inspections and tests shall be conducted at the work site in Chief Mechanical Engineer's Workshop, Rathmalana.
CC 26.1	<p>The liquidated damage shall be: 0.5% per week</p> <p>The maximum amount of liquidated damages shall be: 5% of the contract value</p>

CC 27	<p>The contractor shall give two (02) years warranty for the materials and the workmanship from the date of acceptance.</p> <p>The SLR shall promptly notify the supplier/contractor in writing or any claim arising under this warranty upon receipt such notice, the contractor shall, and within a reasonable period specified or any reasonable speed repair the defective parts of the Driving Power Car without any cost to the Purchaser.</p> <p>If the contractor, having been notified face to the remedy the defects within reasonable period the Purchaser may proceed to take such remedial action as may be necessary at the contractor's risk & expense & without prejudices to any other rights which the Purchaser may having against the contractor under the contract.</p> <p>Defects, deficiencies & deviations of the specification identified at the final test run shall be corrected by the contractor without any cost to the Purchaser.</p>
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Section VIII. Contract Forms

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Information Copy Not For Bidding

1. Contract Agreement

THIS CONTRACT AGREEMENT is made

the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

- (1) [*insert complete name of Purchaser*], a [*insert description of type of legal entity, for example, an agency of the Ministry of or corporation*] and having its principal place of business at [*insert address of Purchaser*] (hereinafter called “the Purchaser”), and
- (2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [*insert brief description of Goods and Services*] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [*insert Contract Price in words and figures, expressed in the Contract currency(ies)*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Contract Data
 - (c) Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) [*Add here any other document(s)*]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *Democratic Socialist Republic of Sri Lanka* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

Information Copy Not For Bidding

2. Performance Security

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

----- *[Issuing Agency's Name, and Address of Issuing Branch or Office]* -----

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

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- *[name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. ----- *[reference number of the contract]* dated ----- with you, for the ----- *Supply of* ----- *[name of contract and brief description]* (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 Supplier, 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 completion date including the warranty period]* and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

3 . Guarantee for Advance Payment

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month, and year) of Bid Submission]*
NCB No. and title: *[insert number and title of bidding process]*

[issuing agency's letterhead]

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

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of issuing agency]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)⁵⁰ in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date⁵¹]*.

[signature(s) of authorized representative(s) of the issuing agency]

Invitation for Bids (IFB)
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

- SRS/F. 8028

1. The Chairman, Department Procurement Committee (Major) on behalf of Sri Lanka Railways, Colombo will receive sealed bids from Local manufacturers/suppliers for the **Heavy Metal Fabrication Works of 03 Nos. Driving Power Car Body Shells of S-8 Class Diesel Multiple Units** to Sri Lanka Railways.
2. Bidding will be conducted through National Competitive Bidding (NCB) procedure.
3. Interested eligible bidders may obtain further information and inspect the Bidding Documents at the address given below from 9.00am to 3.00pm and inspect the bidding document at the address given below on working days from **02/10/2024** until **24/10/2024** from 9.00am to 3.00pm in week days.

Deputy General Manager (Procurement),
Railway Procurement Sub Department,
Olcott Mawatha, Colombo 10, Sri Lanka.

Telephone Nos. : 94 (11) 2438078 or 94(11) 2436818

Fax No. : 94(11) 2432044

Email : dgmp@railways.gov.lk , pot1@railway.gov.lk

Website : www.railway.gov.lk

4. The bidder who shall submit documentary evidence in proof of ability and his capability to substantiate that heavy metal fabrication and heavy vehicle interior construction and shall have ISO 9001:2008 quality certificate or equivalent for heavy metal fabrication or furnishing works are eligible to bid.
5. A complete set of Bidding Documents in English Language may be purchased by interested bidders on the submission of a written application to the address of the Deputy General Manager (Procurement), Railway Procurement Sub Department, Olcott Mawatha, Colombo 10, Sri Lanka from **02/10/2024** to **24/10/2024** up to **3.00 p.m.** on payment of a non-refundable procurement fee of **Rs. 5,750.00** only.
6. All bids must be accompanied by a Bid security. Amount of Bid security shall be Rs. **200,000/-** and shall be an unconditional guarantee issued by Bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka.
7. Pre bid meeting shall be on **11/10/2024** at **10.00am** at Chief Mechanical Engineer's Office, Ratmalana.
8. Bids must be delivered to the address below on or before **2.00pm** on **25/10/2024** 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 not be accepted.

The Chairman,
Department Procurement Committee (Major),
Railway Procurement Sub Department,
Olcott Mawatha, Colombo 10.

Ref. No. SRS/F.8028

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