SRI LANKA RAILWAYS INVITATION FOR BIDS

DISPOSAL OF CONDEMNED SCRAP ITEMS AT SRI LANKA RAILWAYS CONTRACT No. SRS/F. 7984

01. The Chairman, Standing High Level Procurement Committee (SHLPC), Ministry of Transport, Highways, Ports and Civil Aviation will receive sealed bids for the disposal of following condemned scrap items at Sub Departments of Sri Lanka Railways the order shall be awarded separately to the highest evaluated substantially responsive bid for each item. Biding will be conducted on National Competitive Bidding Procedure.

O1 General Scraps 500 M/T								
O2 Coil Springs 20 M/T	Sub Departments			Item Description	Weight (Approx.)			
O3 Aluminium O5 M/T		01	General Scraps	S Y	500 M/T			
Galvanized Tanks (Large) - 29 Nos. 3.4 M/T		02	Coil Springs	co	20 M/T			
O4 Water Tanks Galvanized Tanks (Small) - 56 Nos. 3.5 M/T		03	Aluminium	X	05 M/T			
Chief Mechanical Engineer's Sub Department O4 Water Tanks Galvanized Tanks (Small-High Weight) — 8 Nos. White Iron Tanks (Large) — 270 Nos. White Iron Tanks (Small) — 03 Nos. 189 Kg 750 M/T Turret Lathe 01 No. Automatic Screw Machine 01 No. Cylindrical Grinding Machine 01 No. CNC Universal Boring 01 No. O8 Radiators O9 Carriages and Wagons 10 M/T				Galvanized Tanks (Large) – 29 Nos.	3.4 M/T			
White Iron Tanks (Large) – 270 Nos. 24.03 M/T White Iron Tanks (Small) – 03 Nos. 189 Kg O5 Wheel and Axle 750 M/T O6 Filters – 1500 Nos. 8 M/T Turret Lathe 01 No. Automatic Screw Machine 01 No. Cylindrical Grinding Machine 01 No. CNC Universal Boring 01 No. O8 Radiators 10 M/T O9 Carriages and Wagons 2161 M/T				Galvanized Tanks (Small) – 56 Nos.	3.5 M/T			
Chief Mechanical Engineer's Sub Department OF Filters – 1500 Nos. Turret Lathe 01 No. Automatic Screw Machine 01 No. Cylindrical Grinding Machine 01 No. CNC Universal Boring 01 No. OR Radiators OR Radiators OR Carriages and Wagons 189 Kg 750 M/T Turret Lathe 01 No. Cylindrical Grinding Machine 01 No. CNC Universal Boring 01 No. 10 M/T		04	Water Tanks		197 Kg			
Chief Mechanical Engineer's Sub Department OF Wheel and Axle Turret Lathe 01 No. Automatic Screw Machine 01 No. Cylindrical Grinding Machine 01 No. CNC Universal Boring 01 No. OR Radiators OR Carriages and Wagons OF Machines Turret Lathe 01 No. Automatic Screw Machine 01 No. Cylindrical Grinding Machine 01 No. CNC Universal Boring 01 No. OR Carriages and Wagons OR Carriages and Wagons OF Machines OF Universal Boring 01 No. OF Machines OF				White Iron Tanks (Large) – 270 Nos.	24.03 M/T			
Department O5 Wheel and Axle 750 M/T No. Automatic Screw Machine 01 No. Cylindrical Grinding Machine 01 No. CNC Universal Boring 01 No. O8 Radiators O9 Carriages and Wagons O5 Wheel and Axle 750 M/T Turret Lathe 01 No. Cylindrical Grinding Machine 01 No. CNC Universal Boring 01 No. O8 Carriages and Wagons O5 Wheel and Axle 750 M/T	Chief Mechanical			White Iron Tanks (Small) – 03 Nos.	189 Kg			
706 Filters – 1500 Nos. Turret Lathe 01 No. Automatic Screw Machine 01 No. Cylindrical Grinding Machine 01 No. CNC Universal Boring 01 No. 08 Radiators 10 M/T 09 Carriages and Wagons 2161 M/T	Engineer's Sub	05	05 Wheel and Axle					
Automatic Screw Machine 01 No. O7 Machines Surface Grinder 01 No. Cylindrical Grinding Machine 01 No. CNC Universal Boring 01 No. 08 Radiators 10 M/T 09 Carriages and Wagons 2161 M/T		06	8 M/T					
Cylindrical Grinding Machine 01 No. CNC Universal Boring 01 No. 08 Radiators 10 M/T 09 Carriages and Wagons 2161 M/T				Turret Lathe 01 No.				
Cylindrical Grinding Machine 01 No. CNC Universal Boring 01 No. 08 Radiators 10 M/T 09 Carriages and Wagons 2161 M/T	504			Automatic Screw Machine 01 No.	Lot Basis			
CNC Universal Boring 01 No. 08 Radiators 10 M/T 09 Carriages and Wagons 2161 M/T		07	Machines	Surface Grinder 01 No.	_ Lot Busis			
08 Radiators 10 M/T 09 Carriages and Wagons 2161 M/T	,			Cylindrical Grinding Machine 01 No.				
09 Carriages and Wagons 2161 M/T				CNC Universal Boring 01 No.				
		08	Radiators	10 M/T				
10 Scrap Engines – 18 Nos. 342.5 M/		09	09 Carriages and Wagons					
		10	Scrap Engines	342.5 M/T				

	11	Anchors – 60 N	los.	86.4 M/T
	12	Condemned	Lead Acid Battery 01 No.	75 M/T
		Batteries	Alkaline Batteries 02 Nos.	3 M/T
Chief Engineer (Way & Works) Sub	13	Discarded Rail	2843 M/T	
Department				

- 02. Bids will be closed at **02.00 p.m**. on **23.07.2025**
- 03. Bids should be submitted on the forms obtainable from the Office of the **Deputy** General Manager (Procurement), Olcott Mawatha, Colombo 10 up to 3.00 p.m. on 22.07.2025 on payment of a non-refundable document fee of Rs 20,000.00 (Rupees Twenty thousand) only.
- 04. Bid Security for the amount mentioned as at (Appendix 'D') shall be produced along with the bid.
- 05. Bids will be opened immediately after the closing at the Ministry of Transport and Highways, Ports and Civil Aviation, 7th Floor, Sethsiripaya, Stage II, Battaramulla. Bidders or their authorized representatives are requested to be present at the opening of bids.
- 06. Sealed bids may be dispatched either by Registered post or hand delivered to: -

The Chairman,
Standing High Level Procurement Committee (SHLPC),
Ministry of Transport, Highways, Ports and Civil Aviation,
7th Floor, Sethsiripaya, Stage II,
Battaramulla.

07. Bidding documents may be inspected free of charge at the office of the Deputy General Manager (Procurement). For further details, please contact:

Tel. Nos. : 94 (11) 2438078 or 94(11) 4600204

Fax No. : 94 (11) 2432044

Email : tender2@railway.gov.lk
Web Site : www.railway.gov.lk

The Chairman, Standing High Level Procurement Committee (SHLPC), Ministry of Transport, Highways, Ports and Civil Aviation, 7th Floor, Sethsiripaya, Stage II, Battaramulla.

INSTRUCTIONS TO BIDDERS (ITB)

(A) GENERAL

1. GENERAL INFORMATIONS

Bids are called for the purchase & removal of the items mentioned in Clause-01 of the SCC and in the Bidding Notice. Bids should be submitted in the forms obtainable from the offices specified in Clause 02 of SCC, until the date and time mentioned in the SCC on payment of a non-refundable procurement fee indicated therein.

2. CLOSING OF BIDS

Bids shall be sealed in accordance with Clause 15 of the Instructions to Bidders. The address to which bid shall be addressed, closing time of bids, opening time of bids and the place of opening of bids are stated in Clause 02 of SCC. Bids shall be submitted before the closing time of bids. If a bidder so wishes, he may hand over the sealed bid personally or through an agent, to the Officer who is authorized to accept and acknowledge it before the closing time or may be deposited in the box kept for this purpose at the addresses mentioned in Clause 2 of SCC before the closing time.

3. ELIGIBLE BIDDERS

The bidder shall have melting facility for specific metal with registered in registrar of companies Sri Lanka, certification letter from Chief Engineer IDB to ensure the facility for specific metal should be attached to the bid submission.

The bidder shall submit following documents to prove their capability in purchasing the items advertised in this procurement.

- 01. audited annual financial report issued by a licensed audit firm acceptable to the seller or the bank statements
- 02. In the case of companies, the certificate of Incorporation, Sri Lanka as required by the Companies Act No. 7 of 2007 shall also be submitted with the bid.

4. ONE BID PER TENDER

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

5. COST OF BIDDING.

The bidder shall bear all costs associated with preparation and submission of his bid/bids, and the seller will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

(B) BIDDING DOCUMENTS

6. CONTENTS OF BIDDING DOCUMENT

- (a) The bidding documents are those stated below:
 - 1. Invitation for Bids

- 2. Instructions to Bidders (ITB)
- 3. General Conditions of Contract (GCC)
- 4. Special Conditions of Contract (SCC)
- 5. Schedule of Rates / Bill of Quantities
- 6. Form of Bid Security
- 7. Form of Security Bond
- 8. Form of Bid
- 9. Form of Contract Agreement (Appendix C)

(b) Bidders are requested to: -

- (i) Submit the following documents with the required information, arranged in the given order.
 - 1. Covering Letter (If any).
 - 2. Bid Security Clause 12 Instructions to Bidders.
 - 3. Certificate of Registration with the Registrar of Contracts (where applicable) CL. 14- Instructions to Bidders.
 - 4. Official Bidding Document Cl.1 Instructions to Bidders.
 - I. Schedule of Price Duly perfected and signed.
 - II. Form of Bid Duly perfected and signed.
 - 5. Certificate of Incorporation (where applicable)
 - 6. Audited annual financial report or Bank Statements
 - 7. Any other applicable documents.
- (ii) All pages of Bidding Document submitted shall be numbered, and indicate the page numbers appropriately in the Form of Bid.
- (iii) The Bid shall not contain interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the bid.
- (iv) The Bid prices /rates shall be in words as well as in figures, and if there is a discrepancy between those, the amounts written in words shall be taken as correct.
- (v) Bidders should follow the above instructions on the bid carefully and any failure will result the bid being treated as non-responsive.

7. CLARIFICATION OF BIDDING DOCUMENTS

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

8. AMENDMENT OF BIDDING DOCUMENTS

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

(C) PREPERATION OF BIDS

9. LANGUAGE OF BID

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

10. CURRENCIES OF BID

Bidder shall quote the prices in Sri Lanka Rupees

11. BID VALIDITY

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

12. **BID SECURITY**

- (a) The bidder shall furnish, as part of his bid, a bid security specified in SCC Clause 04.
- (b) The bid security shall be in the form of Bank Guarantee from a Registered Bank in Sri Lanka acceptable to the seller or a cash receipt issued by Chief Financial Officer of Railways.
- (c) The format of the Bank Guarantee shall be in accordance with the form of Bid Security included in Appendix "A".
- (d) Bid Security shall remain valid for a period of 150 days from the date of opening of bids. However, the bidder should agree to extend this period of validity if requested by the seller.
- (e) The Bid Security of a joint venture must be in the name of the joint venture submitting the bid.
- (f) Any bid not accompanied by an acceptable bid security, will be rejected by the Seller as non-responsive.
- (g) The Bid Security may be forfeited.
 - I. If a bidder withdraws his bid during the period of Bid Validity specified by the bidder on the bid form or,
 - II. In the case of successful bidder, if the bidder fails.
 - (i) To sign the contract in accordance with Clause 26 of Instructions to bidder

or

- (ii) To furnish the security Bond in accordance with Clause 03 of GCC.
- (h) The Bid Securities of unsuccessful bidders will be returned as promptly as possible. The Bid Security of the successful bidder will be returned once the execution of the Contract is completed and the Security Bond is furnished by him.

13.FORMAT AND SIGNING

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

14.REGISTRATION OF CONTRACT

All persons who act as an agent or sub-agent, representative or nominee for or on behalf of any bidder, are required to register themselves before submission of bids, with Registrar of Contract, Sri Lanka as required by the Public Contract Act No. 3 of 1987, if the bid value exceeds Rs.5 million. The Certificate of Registration should be submitted with the bid. The bid /s of bidders who fail to submit this certificate shall be rejected.

15. **SEALING & MARKING**

- 1. The bidder shall seal the original and the copies of the bid in two separate envelopes duly marking as "ORIGINAL" and "COPY". Envelopes containing both original and the copy shall be sealed in one outer envelope.
- 2. The inner and outer envelopes shall
 - a.) Be addressed to the Chairman, Standing High Level Procurement Committee (SHLPC) as described in Clause 2 of the instructions to bidders.
 - b.) Bear the name of the contract as defined in the bidding documents and other particulars.
 - c.) In addition to the identification required in Sub-Clause 15.2 (b) the inner envelopes shall indicate the name and address of the bidders to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 17.
- 3. If the outer envelope is not sealed and marked as above, the seller will assume no responsibility for the misplacement or premature opening of the bid.

16. DEADLINE FOR SUBMISSION OF BIDS

Bids must be received by the Chairman of the Standing High Level Procurement Committee (SHLPC) at the address specified in Clause 02 of SCC in the Bidding Documents not later than the time and date stipulated therein.

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

17. **LATE BIDS**

Any bid received after the deadline for submission of bids, for any reason, will not be considered and returned unopened to the bidder.

18. MODIFICATION, SUBSTITUTION AND WIDTHDRAWAL

The bidder may modify, substitute or withdraw his bid after submission provided that written notice of the modification, substitution or withdrawal is received by the Seller prior to the deadline for submission of bids.

The bidder's modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 15, with the outer and inner envelopes additionally marked "MODIFICATION", "WITHDRAWAL" or "SUBSTITUTION" as appropriate. No bid may be modified by the bidder after the deadline for submission of bids.

(D) BID OPENING AND EVALUATION

19. BID OPENING

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

20. CLARIFICATION OF BIDS

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

21. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

Prior to the detailed evaluation of bids, the seller will determine whether each bid (a) meets the eligibility criteria stipulated in the bid documents: (b) has been properly signed: (c) is accompanied by the required securities (d) is substantially responsive to the requirements of the bidding documents: and (e) provide any clarification and/ or substantiation that the seller may require to determine responsiveness.

22. CORRECTION OF ERRORS

Bids determined to be substantially responsive will be checked for any arithmetic errors and will be corrected. The amount in worlds in accepted.

23. EVALUATION AND COMPARISION OF BIDS

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

The order shall be awarded separately to the highest evaluated substantially responsive bid for each item

24. SELLER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Department Procurement Committee reserves the right to accept or reject any bid or to accept part thereof, and to annul the bidding process and reject all bids, at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform to the affected bidder or bidders of the grounds for the seller's action.

25. NOTIFICATION OF AWARDS

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

26. SIGNING OF AGREEMENT

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After the notification of the period of award, the Seller will send the successful bidder/s a copy of the draft agreement incorporating all agreements between the parties. Within 21 (twenty-one) days of receipt of the agreement, the successful bidder shall sign the Agreement.

All expenses incurred in the preparation of the Agreement will be borne by the General Manager, Sri Lanka Railways and Stamp Duty to be paid to the Commissioner General of Inland Revenue and Registration Fees to register the contract under the Public Contract Act No. 3 of 1987 shall be borne by the successful Bidder.

GENERAL CONDITIONS OF CONTRACT

1. **DEFINITIONS**

- 1.1 In this procurement, the following terms shall be interpreted as indicated:
 - a.) "The Contract" means the agreement entered into by and between the Seller and the buyer, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - b.) "The Contract Price" means the price payable to the seller under the Contract for the full and proper performance of its contractual obligations.
 - c.) "The Goods" means the materials which the buyer is required to purchase from the seller under the contract.
 - d.) "GCC" means the General Conditions of Contract contained in this section.
 - e.) "SCC" means the Special Conditions of Contract.
 - f.) "The Seller" means the General Manager of Sri Lanka Railways, Democratic Socialist Republic of Sri Lanka.
 - g.) "The Buyer" means the individual or firm who purchase the goods.
 - h.) "Day" means Calendar Day.
 - i.) "Month" means Calendar month.
 - j.) "DPC" means the Department Procurement Committee.

2. APPLICATION

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

3. SECURITY BOND

- 3.1 Within fourteen (14) days of receipt of the Notification of award of the Contract, the successful bidder shall furnish to the seller the Security Bond in the amount specified in Clause 05 of SCC as the security for the due performance of the contract.
- 3.2 The proceeds of the Security Bond shall be payable to the Seller as compensation for any loss resulting from the buyer's failure to complete his/their obligations under the Contract.
- 3.3 The Security Bond shall be in the form of a guarantee issued by a registered bank operating in Democratic Socialist Republic of Sri Lanka acceptable to the seller. This shall be in the form provided in the bidding documents or in the form of a Bank Draft Appendix "B"
- 3.4 The Security Bond will be discharged by the seller and returned to the buyer on the successful completion.

4. ASSIGNMENT

The buyer shall not assign, in whole or in part, his obligations to perform under this contract, except with the seller's prior written consent.

5. SUB-CONTRACT

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

6. MODE OF PAYMENT

The buyer shall pay the total value of the goods, as specified in Clause 06 of SCC.

7. TRANSPORTATION

The buyer shall make his own arrangement for dismantling and cutting of the items purchased, at his own cost. The seller shall not be liable for provision of any labor, equipment etc for the purpose.

The buyer shall make his own arrangements for the transport of the items within the department premises and for weighing of the goods outside where necessary.

The buyer shall complete the removal of items from the Railway premises within the period allowed for him to take delivery of items or such extended period of time granted.

8. **WORKING HOURS**

Taking delivery of those goods purchased shall be done by the buyer during the normal working hours.

For working outside normal working hours, Public Holidays, Saturdays and Sundays prior approval should be obtained from the seller. To cover expenses to be incurred by the seller by way of overtime, subsistence, holiday-pay etc. to the Railway staff, the buyer shall deposit sufficient funds with the seller before approval is granted for such work. The amount that should be deposited shall be decided by the seller or his authorized representative.

9. WEIGHING

All items available at Rathmalana Yard shall be weighed at the weighbridge available at the Rathmalana Railway Workshop. If the Railway weighing machine is not in working order, any other weighing machine which is having a verification certificate issued by the authorities of the Department of Measurement Standard and Services as acceptable to the Sri Lanka Railways shall be used.

Accordingly, in the event of weighing the items from any other weighing machine, the cost incurred for same shall be borne by the buyer himself.

10.1 INSPECTION OF MATERIALS

The materials are offered for disposal as it is. Bidders are advised to satisfy themselves before bidding with regard to the quantity, condition, etc. of the items and transport facilities to the sites where items are available. The consequences arising out of the failure of the buyer to satisfy himself on such matters will not be entertained at any time.

Quantity given in the Schedule of Rates/Price Schedule is approximate. After inspection of the materials at site, the buyer shall satisfy with quantity available and shall quote for all the lot on weight basis accordingly. No complains shall be entertained that the weight is lesser than the weight mentioned in the Schedule of Rates / Price Schedule. If the weight is found excessive or lesser than the weight mentioned in the Schedule of Rates / Price Schedule, the buyer shall pay for the total weight found physically and if it is lesser the amount overpaid by the buyer will be refunded.

10.2 DELIVERY PERIOD

The buyer shall take delivery of the goods sold to him within the period as mention in the price schedule of this bidding document. If he fails to remove the goods within the said period, he shall apply for an extension of time, in writing to the seller. The seller may allow the request, at his discretion, subject to such terms, conditions as the seller may decide at the risk of the buyer. However, the seller will not grant such extensions more than 60 calendar days.

11. LIQUIDATED DAMAGES

If the buyer fails to remove the items within the period or such extended period as aforesaid, the seller shall be at liberty without prejudice to any other remedy for breach of contract to recover from the buyer as liquidated damages a sum equivalent to zero-point one percent (0.1%) of the value of the items not taken delivery, for each day delay until all items are taken delivery, up to a maximum of ten (10%) percent of the contract price.

Once the maximum of ten (10%) percent of the contract price is reached, the seller may consider termination of the contract.

12. PRECAUTIONS ON TAKING DELIVERY OF GOODS

The successful buyer shall take all precautions against damage or injury to any property or person arising from the execution of the contract and shall indemnify the Republic of Sri Lanka against such damage or injury.

Any damage to Railway property shall be repaired or replaced by the buyer within the period stipulated by the seller. If such repairing work/replacement is attended to by the seller, the buyer shall reimburse the total expenditure to the seller within the period of informed by the seller. The buyer also shall compensate any death or injury to Railway employees as a result of activities under the contract.

The Republic of Sri Lanka shall not be liable for or in respect of any damage or compensation under Workman's Compensation Ordinance Chap.117 or any statutory notification thereof in consequences of any accident or injury to any workman in the employment of the Bidder.

13. USE OF LOCAL LABOUR

The buyer shall employ only Sri Lanka labour in carrying out the work. The employment of Sri Lanka labour is a condition of the bid and any failure on the part of the bidder to fulfill this condition will be treated as a breach of the terms hereof.

14. **TERMINATION**

The seller may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the buyer, may terminate this contract in whole or in part.

- (a) If the buyer fails to make the payments within 14 (fourteen) days of receipt of such notice from the seller.
- (b) If the buyer fails to commence taken delivery of goods within 14 (fourteen) days from the date of delivery order, or
- (c) If the buyer fails to perform any other obligations under the Contract.

15. TERMINATION FOR INSOLVANCY

The seller may at any time terminate Contract by giving written notice to the buyer, if the buyer becomes bankrupt of otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the seller. In this event termination will be without compensation to the buyer.

16. TREMINATION FOR CONVENIENCE

The seller, by written notice sent to the buyer, may terminate the contract in whole or in part, at any time for his convenience. The notice of termination shall specify that termination is for seller's convenience, the extent to which the performance of the buyer under the contract is terminated, and the date upon which such termination becomes effective.

17. RESOLUTION OF DISPUTES

The seller and the buyer shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them, under or in connection with the Contract. However, if such disputes cannot be so settled, they shall be referred to appropriate court:

18. APPLICABLE LAW

The Contract resulting there from shall be governed by and construed according to law of the Democratic Socialist Republic of Sri Lanka.

19. NOTICES

Any notice given by one party and other pursuant to this Contract shall be sent to the other party in writing or by Cable or facsimile or e-mail address and confirmed in writing to the address given in the bidding document SCC Clause 07.

A notice shall be effective when delivered or on the notice's effective date whichever is later.

20. AGREEMENT

The conditions of Bid herein contained, along with the offer once accepted shall constitute an agreement between the parties. Provide, however, the parties may be mutual agreement, alter vary add to or subtract from any or all of the conditions herein contained.

Information Copy. Not for Biddings

SPECIAL CONDITIONS OF CONTRACT

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

1. SCOPE OF BID

Bids are invited, by the **The Chairman**, **Standing High Level Procurement Committee (SHLPC)**, **Ministry of Transport**, **Highways**, **Ports and Civil Aviation** from the parties/persons eligible to quote for the disposal of following scrap items at Sub Departments of Sri Lanka Railways.

		0		
Sub Departments			Item Description	Weight (Approx.)
	01	General Scraps	s	500 M/T
	02	Coil Springs	20 M/T	
	03	Aluminium	cor	05 M/T
	04		Galvanized Tanks (Large) – 29 Nos.	3.4 M/T
			Galvanized Tanks (Small) – 56 Nos.	3.5 M/T
		Water Tanks	Galvanized Tanks (Small-High Weight) – 8 Nos.	197 Kg
		^	White Iron Tanks (Large) – 270 Nos.	24.03 M/T
			White Iron Tanks (Small) – 03 Nos.	189 Kg
Chief Mechanical Engineer's Sub	05	Wheel and Ax	750 M/T	
Department	06	Filters – 1500	8 M/T	
			Turret Lathe 01 No.	
			Automatic Screw Machine 01 No.	-
THE TIP	07	Machines	Surface Grinder 01 No.	Lot Basis
			Cylindrical Grinding Machine 01 No.	-
,			CNC Universal Boring 01 No.	
	08	Radiators	10 M/T	
	09	Carriages and	Wagons	2161 M/T
	10	Scrap Engines	– 18 Nos.	342.5 M/T
	11	Anchors – 60 I	86.4 M/T	

	12	Condemned Batteries	Lead Acid Battery 01 No. Alkaline Batteries 02 Nos.	75 M/T 3 M/T
Chief Engineer (Way & Works) Sub Department	13	Discarded Rail	s (178,744'0" Linear Feet Approx.)	2843 M/T

2. ISSUE OF DOCUMENTS CLOSING TIME OF BIDS (INSTRUCTIONS TO BIDDERS- CLAUSE 1 & 2)

- a) Bidding Document shall be issued from the Office of the **Deputy General Manager (Procurement), Olcott Mawatha, Colombo 10** on payment of a non-refundable document fee of Sri Lanka Rupees **20,000/-** (Rupees Twenty Thousand) only.
- b) Bid forms shall not be issued to any person whose name is in the list of Government Defaulting Contractors, individually or jointly with any other person.
- c) Bids sealed in accordance with Clause 15 under Instructions to the Bidders, shall be addressed to the following address:-

The Chairman, Standing High Level Procurement Committee (SHLPC), Ministry of Transport, Highways, Ports and Civil Aviation

Bid shall be closed on 23.07.2025 at 2.00 p.m. at the Office of the Ministry of Transport and Highways, Ports and Civil Aviation, 7th Floor, Sethsiripaya, Stage II, Battaramulla, and shall be opened immediately after closing of Bids.

4. CLARIFICATIONS (CLAUSE- 07 UNDER ITB)

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

4. BID SECURITY: (CLAUSE - 12 UNDER ITB)

The amount mentioned as at (Appendix 'D')

5. **SECURITY BOND: (GCC CLAUSE 3)**

The amount of Security Bond shall be 10% (ten percent) of the contract value valid for a period of 06 (six) months from the date of award.

6. PAYMENT TERMS (GCC CLAUSE 06)

The successful bidder/s shall pay the total contract value within 30 (thirty) days from the date of letter of award.

7. NOTICES (GCC CLAUSE 19)

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

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

- 8. In the event of a weighing machine is out sourced to weigh the goods available for disposal at Ratmalana Yard, it shall have a verification certificate issued by Department of Measurement Unit, Standard Service Unit, for the current year. All the receipts issued by the weighing shall be computer generated.
- 9. In such a case, each trip, each lorry shall be weighed empty and loaded in presence of an officer authorized by Chief Mechanical Engineer and an officer from Railway Protection Force. Transportation for both officers from loading site to weighing site and return trip to the loading site or work place shall be provided by the contractor.

FORM OF BID

The Chairman, Standing High Level Procurement Committee (SHLPC), Ministry of Transport, Highways, Ports and Civil Aviation, Sri Lanka.

DISPOSAL OF CONDEMNED SCRAP ITEMS AT SRI LANKA RAILWAYS CONTRACT No. SRS/F. 7984

1.	the contents of the "Information Conditions of Bid" pertaining hereby undertake to purchase accordance with the aforesaid Price of Rupees	ng read and fully acquainted mys ation and Instructions to Bidder g to the above Bid, along with Sch ase and removal of items refer d Instructions, Terms and Conditi (in figures)	s and Terms and edules thereto, do ed to therein, in ons for a total Bid
	total Bid Price is given in the schedule.	ne accompanying Schedules of re	quirements/ Price
2.		shall open for acceptance until is valid) and that it will not be with	
3.	I/We attach hereto the following	ing documents as part of my/our b	oid:
			Page Nos.
	a) Covering letter (if any)	Y	
	b) Bid Bond	4	
	c) Certificate of Incorporatd) Official Bidding Docume		•••••
		aly completed and signed	•••••
	ii) Schedule of Rates	– Duly completed and signed	
		al Report or Bank Statements	•••••
	f) Any other applicable doo	cuments	
	· 07		
4.	I/We understand that you a	are not bound to accept the lowest	t bid and that you
	reserve the right to reject ar	ny or all bids or to accept any par	rt of a bid without
	assigning any reasons theref	or.	
5.	My/Our Bank reference is as	s follows:	
	Date	Signature of Bide	der
	Y Date:	Signature of Dide	acı

Note: All the documents or photocopies submitted shall be legible and clear. If the documents are not clear or illegible, the Technical Evaluation Committee may consider the bid as non-responsive.

Name of Bidder
Postal Address:
Email Address:
Telephone Number:
Fax:

Information Copy . Not for Bidding

SCHEDULE OF RATES

DISPOSAL OF CONDEMNED SCRAP ITEMS AT SRI LANKA RAILWAYS CONTRACT No. SRS/F. 7984

Item No	Desc	cription	Loca tion	Packa ge	Weight (Approx.)		Price Per M/T (Rs.)	18% VAT (Rs.)	Total Price with VAT (Rs.)	Delivery Period
01	General Scrap	s	RML	RML 1	500 MT	In figures In words				
02	Coil Springs		RML	RML 2	20 MT	In figures In words				
03	Aluminium		RML	RML 3	05 MT	In figures In words				
04	Water Tanks	Galvanized Tanks (Large) – 29 Nos. Galvanized Tanks (Small) 56 Nos. Galvanized Tanks (Small- High Weight) – 8 Nos. White Iron Tanks (Large) – 270 Nos.	RML	RML 4	7.097 MT 24.22 MT	In figures In words In figures				

		White Iron Tanks (Small) – 03 Nos.				In words		90	
05	Wheel and Axl	e	RML	RML 6	750 MT	In figures In words	. 8		
06	Filters – 1500 Nos.		RML	RML 7	8 MT	In figures In words	1		
		Turret Lathe 01 No.	RML	RML 8	Lot basis-	In figures In words			
		Automatic Screw Machine 01 No.	RML	RML 9	Lot basis	In figures In words			
07	Machines	Surface Grinder 01 No.	RML	RML 10	Lot basis- 3	In figures In words			
		Cylindrical Grinding Machine 01 No.	RML	RML 11	Lot basis-	In figures In words			
		CNC Universal Boring 01 No.	RML	RML 12	Lot basis- 5	In figures In words			
08	Radiators		RML	RML 13	10 MT	In figures In words			

Carri	riages and		RML	RML	756.5 MT	In			
Wago	ons	BWTV 8474		14		figures			
						In words			
		TV 15243					<u> </u>		
		TV 15244						X	
		IV 15244					.,0	<i>'</i>	
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		BOTV 15188							
	<u> </u>	TV 8489				X 50			
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	-	SBD 8104							
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		BGGS 10456							
		BMWV 4369							
		BMTV 5835	O						
		BGGS 10157							
		CGS 5638							
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	CGS 5509		Ç	5		
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	TC 8003					
	TV 15462	\				
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	TV 15482					
	TCS 15015					
	TV 15457					
	BCGS 10463					
	BCGS 10415					
	BCGS 10260					
	BCGS 10596					
A	BWTV 9980					
	BW1 V 9900					

	CV 7900						
	TC 15129					ing	
	BWTV 8108						
	AFC 8425				. 3		
	TV 15187				2		
	SC 15042				3		
	TC 8341			X 55	9		
	SC 8343		_	0			
	TC 15107						
	TC 15108		1				
	TV 15247		53				
	No Number						
	(01/2025)						
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	SC 8316	Y					
	NF 8357						
	SC 15044						
*	TCBU 15183						
	SC 15168						

SC 15043							
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	CGS 9632	_		•				
	CGS 9159	ВСО						
	CGS 9059	YOU,						
	CGS 9425							
					In figures			
10	Scrap Engines – 18 Nos	RML	RML 15	342.5 MT				
					In words			
11	Anchors – 60 Nos.	RML	RML 16	86.4 MT	In figures			

	T		1		I	т			
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		1				words			
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		Lead Acid Battery	RML	RML	75 MT	figures			
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		Alkaline Batteries	RML	RML	3 MT	figures			
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	aweia -	2,182					
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		(90					
	wa	Lbs)					
	Bet.	3,071					
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	wa -	(90					
	Maho	Lbs)					
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KDT O	Perade	0'0"	MT	figures			
	niya -	(88		In			
	Matale	Lbs)		words			

		Bet.	15,42					
		Perade	6'0"				4	
		niya - Nawal	(88)					
		apitiya	Lbs)					
		Bet.		2221.54	In	A (
		Nawal	17,16	MT	figures			
		apitiya	8'0"		-			
		- Votogo	(88 Lbs)		In words			
		Kotaga la	Losj		words	*		
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		- Danda	(88 Lbs)					
		Banda rawela	Lbs)					
		Bet.						
		Banda	19,48					
		rawela	7'0"					
	~~	-	(88					
		Badull	Lbs)					
		а						

Note – 1. Weight mentioned in the B.O.Q. is approximate quantity	Note -	1.	Weight	mentioned	in	the	B.O.	O.	is	approximate of	guantity
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2. Any other tax being implemented by the govern shall be paid by the successful bidder.	nment at the time of placing the order other than the above tax too
VAT Registration No.:	
Date:	Signature of Bidder:
	Name & Address of the Bidder:
	(Rubber stamp to be placed):
ion.	
The orthography of the second	

APPENDIX "A"

SPECIMEN FORM OF BID SECURITY GUARANTEE

...... {insert issuing agency's name, and

address of issuing branch or office}
Beneficiary:
Date: {insert (by issuing agency) date}
BID GUARANTEE NO.:
We have been informed that
Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.
At the request of the Bidder, we

- a. has withdrawn its Bid during the period of bid validity specified; or
- b. does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") Clause 22 of the ITB; or
- c.having been notified of the acceptance of its Bid by the Seller 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.

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

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

SPECIMEN FORM OF SECURITY BOND

address of Issuing Branch or Office}
Beneficiary: {Name and Address of Employer}
Date:
SECURITY GUARANTEE NO.:
We have been informed that {name of Contractor/Buyer} (hereinafter
called "the Contractor") has entered into Contract No
number of the contract} dated with you, for the {disposal} of
called "the Contract").
Furthermore, we understand that, according to the conditions of the Contract, a
performance guarantee is required.
At the request of the Contractor, we {name of Agency} hereby
irrevocably undertake to pay you any sum or sums not exceeding in total an
amount of
proportions of currencies in which the Contract Price is payable, upon receipt by
us of your first demand in writing accompanied by a written statement stating
that the Contractor is in breach of its obligation(s) under the Contract, without
your needing to prove or to show grounds for your demand or the sum specified
therein.
This guarantee shall expire, no later than the day of, 20
insert date, 28 days beyond the scheduled contract completion date} and any
demand for payment under it must be received by us at this office on or before
that date.
{Signature(s)
· · · · · · · · · · · · · · · · · · ·

CONTRACT AGREEMENT

DISPOSAL OF CONDEMNED SCRAP ITEMS AT SRI LANKA RAILWAYS CONTRACT No. SRS/F. 7984

This Agreement is made and entered into on this Day of the control of
between
behalf of the seller). The General Manager of Sri Lanka Railways, P.O. Box 355
Olcott Mawatha, Colombo, Sri Lanka, (hereinafter called and referred to as "The
Seller") which term or expression as herein used shall as and where the contex
so requires or admits of construction, mean and include the said
the Seller) as the General Manager, as aforesaid and his successors in the said
office for the time being and the Officers, who for the time being are acting in the
Office of or are performing the functions now exercised by the Sri Lanka
Railways herein for and on behalf of the Government of the Democratic Socialis
Republic of Sri Lanka of the ONE PART and
(Name of the Company or person
(A Company duly incorporated under the Laws of Sri Lanka) and having its
Principal place of business at(hereinafter
called and referred to as "The buyer") which term or expression as herein used
shall as and where the context so requires or admits of construction mean and
include the
said
the person on behalf of the buyer). The Buyer, its successors and permitted
assigns of the OTHER PART
Whereas the Chairman, Department Procurement Committee has invited bids
for the Disposal of Condemned Scarp Items at Rathmalana Yard (annexed hereto
marked X-1) more fully described in the schedule to Sri Lanka Railways and the
Department Procurement Committee has accepted the Bid No
datedsubmitted by the buyer at a Totalcost of
(Accepted value of the Goods) only (hereinafter called "The Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS;

- 01. The words and expression hereinafter referred to shall have the meaning assigned to them in the General Conditions of Contract and Special Conditions of Contract of the Bidding Document which is part and parcel of this Agreement.
- 02. The following documents shall be deemed to form, be read with and construed as part and parcel of this Agreement.
 - a) The bidding document, which consist of General Conditions of Contract, Special Conditions of Contract, Instructions to Bidders, Bill of Quantity/Price Schedule. (Annexed hereto marked X-2).

	b) Bid No dateby the Successful bidder/s (annexed hereto marked X-3).
	c) Letter of Award sent by the Seller to the Successful Bidder/s bearing No
	d) The buyer's acknowledgement No datedto the Letter of Award aforesaid (annexed hereto marked X-5).
	e) Memorandum of understanding (if any) (annexed hereto marked)
03.	The buyer shall remove the goods in conformity in all respects with provisions of the contract more fully described in the General Conditions of Contract, Special Conditions of Contract, in consideration of the payments to be made by Sri Lanka Railways to the buyer hereinafter mentioned.
04.	The buyer shall pay the seller, the Contract Price at the times and in the manner described by the aforesaid Conditions of the Contract in consideration of the purchase of goods.
05.	This Agreement shall come into operation only upon the furnishing of the Performance Bond by the buyer and signing of this Contract by both Parties.
06.	All notices and or communications to be served by either Party to this Contract shall be served at the following addresses:
	General Manager, Sri Lanka Railway's Address
	General Manager. Sri Lanka Railways, Railway Headquarters, Olcott Mawatha, Colombo 10, Sri Lanka. Telephone No: 94 11 2431177 Fax No: 94 11 2446490
	Email: srs.slr@gmail.com
	Web Site: www.railway.gov.lk
	Buyer's Address
	Telephone No: Fax No.

E-mail:

IN WITNESS WHEREOF Sri Lanka Railways acting herein for and on behalf of the Democratic Socialist Republic of Sri Lanka has set its hand and the successful bidder/s has caused its common seal to be affixed hereinto and to others of same tenor and date as these present on the dated and at the place hereinafter mentioned.

	o, Sri Lanka on this	•••••	day of	•••••	Two
On behalf o	of the	The Genera Sri Lanka I on behalf o Socialist Re	Railways fo f the Demo	r and cratic	300
WITNESS:			otec	5 /	
01. Signature	:	01.	Signature	e:	
Name	:	1	Name	:	
Address	:		Address	:	
		,			
02. Signature	:	. 02.	Signature	:	
Name	·:		Name	:	••••
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