

**ORIGINAL / DUPLICATE**

**SRS/F.7804**

# SRI LANKA RAILWAYS

**PROCUREMENT FOR THE SUPPLY /DESIGN,  
INSTALLATION, DATA GATHERING,  
IMPLEMENTATION, COMMISSIONING &  
MAINTENANCE OF COMPUTERIZED MAINTENANCE  
MANAGEMENT SYSTEM (CMMS) FOR MOTIVE  
POWER SUB DEPARTMENT, SRI LANKA RAILWAYS**

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**BIDDING DOCUMENTS ISSUED UP TO : 27/02/2025**

**CLOSING / OPENING OF BIDS : 28/02/2025**

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**DOCUMENT NUMBER: ..... ISSUED TO:**

**M/S. ....**

**ADDRESS: .....**

.....

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.....

.....

**AMOUNT COLLECTED: Rs. 13,950/=**

**RECEIPT NO. .... OF .....**

**DATE: .....**

.....  
**SIGNATURE OF ISSUING OFFICER**

# ***Volume 1***

INFORMATION COPY NOT FOR BIDDING

## Section 1 – Instruction to Bidders (ITB)

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

<b>A. General</b>		
1. Scope of Bid	<b>1.1</b>	Purchaser indicated in the <a href="#">Bidding Data Sheet (BDS)</a> , issues these Bidding Documents for the supply of System and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are specified in the BDS. The name, identification, and number of lots (individual contracts), if any, are provided in the <a href="#">BDS</a> .
	<b>1.2</b>	Throughout these Bidding Documents: <ul style="list-style-type: none"> <li>a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;</li> <li>b) if the context so requires, “singular” means “plural” and vice versa; and</li> <li>c) “day” means calendar day.</li> </ul>
2. Source of Funds	<b>2.1</b>	Payments under this contract will be financed by the source <b>specified in the <a href="#">BDS</a>.</b>
3. Ethics, Fraud and Corruption	<b>3.1</b>	<p>The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency</p> <ul style="list-style-type: none"> <li>• Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;</li> <li>• Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.</li> </ul>

	<b>3.2</b>	<p>The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:</p> <ul style="list-style-type: none"> <li>a. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;</li> <li>b. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</li> <li>c. "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and</li> <li>d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract</li> </ul>
	<b>3.3</b>	<p>if the Purchaser found any unethical practices as stipulated <a href="#">under ITB Clause 3.2</a>, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.</p>
4. Eligible Bidders	<b>4.1</b>	<p>All bidders shall possess legal rights to supply the System under this contract.</p>
	<b>4.2</b>	<p>A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:</p> <ul style="list-style-type: none"> <li>a. are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchase Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the System to be purchased under these Bidding Documents; or</li> <li>b. submit more than one bid in this bidding process. However, this does not limit the participation of sub-contractors in more than one bid.</li> </ul> <p>A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, <a href="http://www.npa.gov.lk">www.npa.gov.lk</a>.</p>

	<b>4.3</b>	<i>Foreign Bidders may submit a bid only if so stated in the BDS</i>
<b>5. Eligible Hardware</b>	<b>5.1</b>	<p><i>If the proposal contains any hardware;</i></p> <p><i>All hardware items supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards.</i></p>
<b>B. Contents of Bidding Documents</b>		
<b>6. Sections of Bidding Documents</b>	<b>6.1</b>	<p><i>The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.</i></p> <p><b>Volume 1</b></p> <ul style="list-style-type: none"> <li>• <i>Section I. Instructions to Bidders (ITB)</i></li> <li>• <i>Section II. Bidding Data Sheet (BDS)</i></li> <li>• <i>Section III. Evaluation and Qualification Criteria</i></li> <li>• <i>Section IV. Bidding Forms</i></li> <li>• <i>Section V. Schedule of Requirements</i></li> </ul> <p><b>Volume 2</b></p> <ul style="list-style-type: none"> <li>• <i>Section VI. Conditions of Contract (CC)</i></li> <li>• <i>Section VII. Contract Data</i></li> <li>• <i>Section VIII. Contract Forms</i></li> <li>• <i>Invitation For Bid</i></li> </ul>
	<b>6.2</b>	<i>The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.</i>
<b>7. Clarification of Bidding Documents</b>	<b>7.1</b>	<i>A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.</i>

8. Amendment of Bidding Documents	<b>8.1</b>	At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
	<b>8.2</b>	Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.
	<b>8.3</b>	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub- <a href="#">Clause 23.2</a>
<b>C. Preparation of Bids</b>		
9. Cost of Bidding	<b>9.1</b>	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. Language of Bid	<b>10.1</b>	The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language
11. Documents Comprising the Bid	<b>10.1</b>	<p>The Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;</li> <li>(b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;</li> <li>(c) Documentary evidence in accordance with ITB Clauses 18 and 29, that the system and Related Services conform to the Bidding Documents;</li> <li>(d) Documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and</li> <li>(e) Any other document required in the BDS.</li> </ul>
12. Bid Submission Form and Price Schedules	<b>12.1</b>	The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
13. Alternative Bids	<b>13.1</b>	Alternative bids shall not be considered.
14. Bid Prices and Discounts	<b>14.1</b>	The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the system it proposes to supply under the Contract.

	<b>14.2</b>	<i>Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.</i>
	<b>14.3</b>	<i>If so, indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.</i>
	<b>14.4</b>	<p><i>(i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:</i></p> <p><i>a. on components and raw material used in the manufacture or assembly of goods quoted; or</i></p> <p><i>b. on the previously imported goods of foreign origin</i></p> <p><i>(ii) However, VAT shall not be included in the price but shall be indicated separately;</i></p> <p><i>(iii) The price for inland transportation, installation, insurance and other related services to deliver the system to their final destination;</i></p> <p><i>(iv) The price of other incidental services</i></p>
	<b>14.5</b>	<i>The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.</i>
	<b>14.6</b>	<i>All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.</i>
<b>15. Currencies of Bid</b>	<b>15.1</b>	<i>Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.</i>
<b>16. Documents Establishing the Eligibility of the Bidder</b>	<b>16.1</b>	<i>To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.</i>
<b>17. Documents Establishing the Conformity of the</b>	<b>17.1</b>	<i>To establish the conformity of the system and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the system conform to the technical</i>

Goods and Related Services		specifications and standards specified in Section V, Schedule of Requirements.
	<b>17.2</b>	The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the System and Related Services, demonstrating substantial responsiveness of the System and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
	<b>17.3</b>	The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of mandatory database software, required hardware and spare parts, etc., necessary for the proper and continuing functioning of the system during the period if specified in the BDS following commencement of the Implementation of the system by the supplier/use of the System by the Purchaser.
18. Documents Establishing the Qualifications of the Bidder	<b>18.1</b>	<p>The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:</p> <ul style="list-style-type: none"> <li>a. A Bidder that does not develop or produce the system it offers to supply shall submit the Developer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the developer or producer of the system to supply these systems;</li> <li>b. that, if required in the BDS, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts- stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and</li> <li>c. that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.</li> </ul>
19. Period of Validity of Bids	<b>19.1</b>	Bids shall remain valid until the date specified in the BDS. <b>A bid valid for a shorter date shall be rejected by the Purchaser as non-responsive.</b>
	<b>19.2</b>	In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its



		<i>bid.</i>
<i>20. Bid Security</i>	<b>20.1</b>	<i>The Bidder shall furnish as part of its bid, a Bid Security or Bid Securing Declaration, as specified in the BDS.</i>
	<b>20.2</b>	<i>The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:</i> <ul style="list-style-type: none"> <li><i>i) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;</i></li> <li><i>ii) be issued by an institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, www.npa.gov.lk.</i></li> <li><i>iii) be substantially in accordance with the form included in Section IV, Bidding Forms;</i></li> <li><i>iv) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;</i></li> <li><i>v) be submitted in its original form; copies will not be accepted;</i></li> <li><i>vi) remain valid for the period specified in the BDS.</i></li> </ul>
	<b>20.3</b>	<i>Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.</i>
	<b>20.4</b>	<i>The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.</i>
	<b>20.5</b>	<i>The Bid Security may be forfeited or the Bid Securing Declaration executed:</i> <ul style="list-style-type: none"> <li><i>a. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub- Clause 19.2; or</i></li> <li><i>b. if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3</i></li> <li><i>c. if the successful Bidder fails to:</i> <ul style="list-style-type: none"> <li><i>i. sign the Contract in accordance with ITB Clause 42;</i></li> <li><i>ii. furnish a Performance Security in accordance with ITB Clause 43.</i></li> </ul> </li> </ul>
<i>21. Format and Signing of Bid</i>	<b>21.1</b>	<i>The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.</i>
	<b>21.2</b>	<i>The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.</i>

	<b>21.3</b>	<i>Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</i>
<b>D. Submission and Opening of Bids</b>		
22. <i>Submission, Sealing and Marking of Bid</i>	<b>22.1</b>	<i>Bidders may always submit their bids by mail or by hand.</i>  <i>a. Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copy shall then be enclosed in one single envelope.</i>
	<b>22.2</b>	<i>The inner and outer envelopes shall:</i>  <i>a. Bear the name and address of the Bidder;</i> <i>b. be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;</i> <i>c. bear the specific identification of this bidding process as indicated in the BDS; and</i> <i>d. Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 261.</i>  <i>If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.</i>
23. <i>Deadline for Submission of Bid</i>	<b>23.1</b>	<i>Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.</i>
	<b>23.2</b>	<i>The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</i>
24. <i>Late Bids</i>	<b>24.1</b>	<i>The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.</i>
25. <i>Withdrawal, and Modification of Bids</i>	<b>25.1</b>	<i>A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:</i>  <i>a. submitted in accordance with ITB Clauses 21 and 22 (except that</i>

		<p><i>withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "MODIFICATION;" and</i></p> <p><i>b. received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.</i></p>
	<b>25.2</b>	<p><i>Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1.</i></p>
	<b>25.3</b>	<p><i>No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.</i></p>
26. Bid Opening	<b>26.1</b>	<p><i>The Purchaser shall conduct the bid opening in public at the address, date and time specified in the BDS.</i></p>
	<b>26.2</b>	<p><i>First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.</i></p>
	<b>26.3</b>	<p><i>All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid- Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub- Clause 24.1.</i></p>
	<b>26.4</b>	<p><i>The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.</i></p>

<b>E. Evaluation and Comparison of Bids</b>		
27. Confidentiality	<b>27.1</b>	Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
	<b>27.2</b>	Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid
	<b>27.3</b>	Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.
28. Clarification of Bids	<b>28.1</b>	To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.
29. Responsiveness of Bids	<b>29.1</b>	The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
	<b>29.2</b>	<p>A substantially responsive Bid is one that conforms to all the terms conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> <li>a. affects in any substantial way the scope, quality, or performance of the System and Related Services specified in the Contract; or</li> <li>b. limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or</li> <li>c. if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids</li> </ul>
	<b>29.3</b>	If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30. Non conformity-ties, Errors, and Omissions	<b>30.1</b>	<i>Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.</i>
	<b>30.2</b>	<i>Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</i>
	<b>30.3</b>	<p><i>Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:</i></p> <ul style="list-style-type: none"> <li><i>(a) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;</i></li> <li><i>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;and</i></li> <li><i>(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above</i></li> </ul>
	<b>30.4</b>	<i>If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid- Securing Declaration shall be executed.</i>
31 Preliminary Examination of Bids	<b>31.1</b>	<i>The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted</i>

	<b>31.2</b>	<p>The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.</p> <p>(a) Bid Submission Form, in accordance with ITB Sub- Clause 12.1;</p> <p>(b) Price Schedules, in accordance with ITB Sub-Clause 12;</p> <p>(c) Bid Security or Bid Securing declaration, in accordance with ITB Clause 20.</p>
32 Examination of Terms and Conditions; Technical Evaluation	<b>32.1</b>	The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the Contract Data have been accepted by the Bidder without any material deviation or reservation
	<b>32.2</b>	The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation
	<b>32.3</b>	If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid
33 Conversion to Single Currency	<b>33.1</b>	If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable
34 Domestic Preference	<b>34.1</b>	Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid- evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.
35 Evaluation of Bids	<b>35.1</b>	The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive
	<b>35.2</b>	To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35

	<b>35.3</b>	<p><i>To evaluate a Bid, the Purchaser shall consider the following:</i></p> <ul style="list-style-type: none"> <li><i>(a) the Bid Price as quoted in accordance with clause 14;</i></li> <li><i>(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;</i></li> <li><i>(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3</i></li> <li><i>(d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;</i></li> <li><i>(e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.</i></li> </ul>
	<b>35.4</b>	<p><i>The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the System and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.</i></p>
	<b>35.5</b>	<p><i>If so, specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations are specified in Section III, Evaluation and Qualification Criteria.</i></p>
36 Comparison of Bids	<b>36.1</b>	<p><i>The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35</i></p>
37 Post qualification of the Bidder	<b>37.1</b>	<p><i>The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily</i></p>
	<b>37.2</b>	<p><i>The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.</i></p>
	<b>37.3</b>	<p><i>An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.</i></p>

38 Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	<b>38.1</b>	<i>The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.</i>
<b>F. Award of Contract</b>		
39 Award Criteria	<b>39.1</b>	<i>The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily</i>
40 Purchaser's Right to Vary Quantities at Time of Award	<b>40.1</b>	<i>At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of System and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents</i>
41 Notification of Award	<b>41.1</b>	<i>Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted</i>
	<b>41.2</b>	<i>Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</i>
	<b>41.3</b>	<i>Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4</i>
42 Signing of Contract	<b>42.1</b>	<i>Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it</i>
	<b>42.2</b>	<i>Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.</i>
43 Performance Security	<b>43.1</b>	<i>Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-</i>



		Clause 20.4.
	<b>43.2</b>	<i>Failure of the successful Bidder to submit the above- mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid- Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.</i>

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## Section II. Bidding Data Sheet (BDS)

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

<b>ITB Clause Reference</b>	<b>A. General</b>
ITB 1.1	The Purchaser is: Sri Lanka Railways
ITB 1.1	<p>The name and identification number of the Contract are:</p> <p><b>PROCUREMENT FOR THE SUPPLY/DESIGN, INSTALLATION, DATA GATHERING, IMPLEMENTATION, COMMISSIONING &amp; MAINTENANCE OF COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS) FOR MOTIVE POWER SUB DEPARTMENT, SRI LANKA RAILWAYS</b></p> <p><b>IFB No: SRS/F.7804</b></p>
ITB 2.1	The source of funding is: Government of Sri Lanka (GOSL)
ITB 4.1	<p>The bidder has a proven track record of successful implementation in Profit/service-oriented organizations and/or utilities within Sri Lanka and/or outside of Sri Lanka. Successful implementation experiences within government sector institutions within Sri Lanka is an added advantage. The Bidder should provide a detailed description of a maximum of 5 (Five) projects that the Bidder has successfully implemented CMMS proprietary software within last 5 years including at least three (03) sites belonging to any organization with assets and employees as in similar capacity as Sri Lanka Railways.</p>
ITB 4.3	Foreign bidders are not allowed to participate in bidding.
<b>B. Contents of Bidding Documents</b>	
ITB 7.1	<p>For Clarification of bid purposes only, the Purchaser's address is:</p> <p>Attention: Deputy General Manager (Procurement)</p> <p>Address: Office of the Deputy General Manager (Procurement), P.O. Box 1347, Olcott Mawatha, Colombo 10.</p> <p>Telephone: 94 (11) 2438078 or 94(11) 2436818</p> <p>Facsimile number: 94(11) 2432044</p> <p>Electronic mail address: dgmp@railway.gov.lk srs.slr@gmail.com</p> <p>A prospective bidder requiring any clarification of the bidding documents may notify the Purchaser in writing, by Fax or e-mail at the Purchaser's address given above</p>

<b>C. Preparation of Bids</b>	
ITB 11.1 (e)	<p><i>All Bids shall contain adequate technical and other comprising information in respect of the items/ work offered which shall be included in the Bid. The Bid shall consist following essential data and information. All documents shall be furnished in English language.</i></p> <ol style="list-style-type: none"> <li><i>I. Letter of Undertaking for the responsibility of design and the technical information furnished (to be listed) by the bidder.</i></li> <li><i>II. Basis of the design and selection criteria of Software, equipment, accessories, cables etc.</i></li> <li><i>III. Manufacturers authorization for the equipment and accessories offered;</i></li> <li><i>IV. Catalogues and brochures for the software, equipment and accessories offered;</i></li> <li><i>V. Manufacturer's Warrantees for the equipment and accessories offered;</i></li> <li><i>VI. Specifications compliance certification for the equipment accessories offered</i></li> <li><i>VII. Detail design, Layouts for signal and power cables, Network topology drawings and construction Drawings.</i></li> <li><i>VIII. Form of bid without indicating the price.</i></li> <li><i>IX. Bid Security</i></li> <li><i>X. Priced comprehensive annual maintenance proposal and agreement with all terms and conditions for a period of five years after the expiration of defects liability period</i></li> <li><i>XI. Any other information bidder deems as required to be submitted.</i></li> </ol> <p><i>The price for the whole work offered shall be included in the Bid. Failure to furnish the following documents and details, before the closing of Bid, may result in the Bid being rejected.</i></p> <ol style="list-style-type: none"> <li><i>I. Duly filled and signed Form of Bid (in the format indicated in Section iv)</i></li> <li><i>II. Priced Bills of Quantities;</i></li> <li><i>III. Letter of Confirmation on submission of performance security.</i></li> <li><i>IV. Priced comprehensive annual maintenance proposal and agreement with all terms and conditions for a period of five years after the expiration of defects liability period.</i></li> </ol> <p><i>Any other information required to be completed and submitted by bidders as specified in the Schedule.</i></p>
ITB 18.1 (b)	<p><i>After sales service is: "required"</i></p>

ITB 19.1	<i>The bid shall be validity until <b>28/06/2025 (120 days from the date of the Bid opening)</b></i>
ITB 20.1	<i>Bid shall include a Bid Security issued by a local bank operating in Sri Lanka and approved by Central Bank of Sri Lanka included in Section IV Bidding Forms;  The bidder shall submit the bid security in the prescribed format in the Section IV-Bidding Forms. Submission of bid security with any major departure from the prescribed format shall be considered as major deviation and particular bid shall be rejected.</i>
ITB 20.2	<i>The amount of the Bid Security shall be: <b>SL Rs. 600,000.00</b>  The validity period of the bid security shall be until <b>28/07/2025 (150 days from the date of the Bid opening)</b></i>
<b>D. Submission and Opening of Bids</b>	
ITB 22.2 (c)	<i>The inner and outer envelopes shall bear the following identification marks:  SRS / F. 7804  (a) Bear the Name and Address of the Bidder, (b) be addressed as indicated in Cl. 23.1 of ITB. (c) bear the specific identification of this bidding process as indicated in BDS and (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1</i>
ITB 23.1	<i>Bids shall be submitted to: Attention: The Chairman Address: Department Procurement Committee (Major), Office of the Deputy General Manager (Procurement), Sri Lanka Railways, No. 1347, Olcott Mawatha, Colombo 10.  <b>Pre bid meeting: Date: 13/02/2025 Time : 10.00 am</b> <b>Venue: Chief Engineer (Motive power) Sub Department – Dematagoda.</b>  The deadline for the submission of bids is: Date: <b>28/02/2025</b> Time: <b>14.00hrs</b></i>
ITB 26.1	<i>The bid opening shall take place at: Address: Room No.1, Office of the Deputy General Manager (Procurement), Sri Lanka Railways, No. 1347, Olcott Mawatha, Colombo 10.  Date: <b>28/02/2025</b> Time: <b>14.00hrs</b></i>

<b>Marking Table for Technical and Organizational evaluation</b>	
<b>E. Evaluation and Comparison of Bids</b>	
<i>ITB 34.1</i>	<i>Domestic preference shall not be a bid evaluation factor.</i>
<i>ITB 35.3 (d)</i>	<i>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</i> <i>(a) Deviation in Delivery schedule: Not applicable</i> <i>(b) Deviation in payment schedule: Not applicable</i> <i>(c) The cost of major replacement components, mandatory spare parts and service: Not applicable</i>
<i>ITB 35.4</i>	<i>The factors and methodology used for evaluation: Lot wise</i>
<i>ITB 35.5</i>	<i>Bidders should quote for all items listed in the Schedule of Supply.</i>
<i>ITB 37.2</i>	<i>Post-Qualification Requirements: Required (Submit the relevant documents)</i>

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

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

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

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

##### **(a) Delivery Schedule**

*The System/Services specified in the List of System/Services are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 35.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI, Delivery Schedule*

##### **(b) Deviation in the payment schedule.**

*Bidders shall state their bid price for the payment schedule outlined in the Contract Data. Bids shall be evaluated on the basis of this base price. Suppliers should confirm their acceptance of the payment schedule proposed in the contract data in writing along with the bid. Without the duly accepted payment schedule proposed by Sri Lanka Railways, it will not be considered for further evaluation.*

Item No.	Criteria	Point Structure
(1)	<b>Technical (Total marks allocated = 40)</b> <ul style="list-style-type: none"> <li>Systems capability to provide technical requirements as specified in Annexure 1 <b>30</b></li> <li>Function and features of Proprietary Computerized Maintenance Management System Software (CMMS) with flexibility for customization/configuration given in writing by the supplier/software developer. <b>10</b></li> </ul>	
(2)	<b>Organizational (Total marks allocated = 60)</b> <b>Proposed Product/Solution specific competency of the supplier to prove ability/commitment to deliver the software implementation project successfully</b> <ul style="list-style-type: none"> <li>Supplier should be a registered company in Sri Lanka which has been operating under current business registration in Sri Lanka for more than 5 years <b>05</b></li> <li>Successfully implemented and up and running CMMS projects in any customer sites within Sri Lanka or outside Sri Lanka within the past 5 years' time (Provide references with the scanned copies of the award letters) <b>(Point two per reference)</b>. <b>10</b></li> <li>References from clients in Sri Lanka or outside Sri Lanka to prove the presence of the CMMS throughout the duration from the implementation engineer/s <b>(Point one per reference)</b>. <b>05</b></li> <li>References from clients to prove the capturing of data directly at the field level are required upon the successful implementation of the CMMS system <b>(Point one per reference)</b>. <b>05</b></li> <li>Successfully implemented and up and running CMMS projects in government customer sites within Sri Lanka past 5 years' time (Provide references with the scanned copies of the award letters and presence of the CMMS throughout the duration from the implementation engineer/s) <b>(Point two per reference)</b>. <b>10</b></li> </ul> <b>Project Organization</b> <ul style="list-style-type: none"> <li>Proposed project implementation structure including the Proposed hierarchy of staff representing both the client and service provider (Project Implementation Structure) <b>05</b></li> <li>Qualifications and competence of the staff proposed to the different roles within the project implementation organization <b>05</b></li> <li>Task description and role definitions <b>03</b></li> </ul>	



*The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):*

- *Audited Financial statements for the past three (05) years period*
- (b) *Experience and technical capacity for post-sales technical support requirements*  
*The Bidder shall furnish documentary evidence to prove that it has proven experience in post-sales technical support for similar types of CMMS implementation contracts with*
  - *Documentary evidence for post-sales technical support contracts valid for the 2023/2024 and 2024/2025 financial years.*
- (c) *The Bidder shall furnish documentary evidence to demonstrate that the system/ Goods it offers meet the following requirements.*
  - *Manufacturer authorization letter to sell and implement the proposed CMMS if the IP rights of the proposed system are owned by a separate party/company with legal identification. pa*
  - *Warranties/guaranties offered by the developers/manufacturers/suppliers of the proposed CMMS/ associated software and required hardware*

#### **4. Criteria for Contract Award**

*Highest Score as specified under evaluation criteria herabove. Meeting the post-qualifying requirements becomes mandatory when finalizing a supplier to award the contract.*



*Section IV. Bidding Forms*

***Table of Forms***

*Bid Security (Guarantee)*

*Bid Submission Form*

*Price Schedule*

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*SPECIMEN FORM OF BID GUARANTEE*

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

**Beneficiary:** ..... {insert (by PE) name and address of Purchaser}

**Date:** ..... {insert (by issuing agency) date}

**Bid Guarantee No.:** .....{insert (by issuing agency) number}

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") Clause 30 of the ITB; or
- (c) having been notified of the acceptance of its Bid by the Purchaser/Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ..... {insert date}.

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

## **Bid Submission Form**

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

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

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

To: ..... [\* insert complete name of Purchaser]

*We, the undersigned, declare that:*

- (a) *We have examined and have no reservations to the Bidding Documents, including Addenda No.: ..... [insert the number and issuing date of each Addenda];*
- (b) *We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following **System** and Related Services*  
.....  
.....[\* insert a brief description of the **System** and Related Services];
- (c) *The total price of our Bid without VAT, including any discounts offered is:*  
.....  
.....  
..... [insert the total bid price in words and figures];
- (d) *The total price of our Bid including VAT, and any discounts offered is:*  
.....  
.....  
.....[insert the total bid price in words and figures];
- (e) *Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;*
- (f) *If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;*
- (g) *We have no conflict of interest in accordance with ITB Sub-Clause 4.3;*
- (h) *Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;*

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

I/We submit hereto the following documents as part of my/our bid:

	Page Nos.
1) Covering letter (if any)	.....
2) Bid Security – Clause 20 - ITB	.....
3) Official Bidding Document - Clause 1 - ITB	.....
4) Documentary evidence in proof of manufacturer's ability, capability and the past experience in manufacturing/supplying similar goods – Clause 18 – ITB	.....
5) Certified copies of VAT Invoice certificate for the supply of items as per Clause 18 - ITB	.....
6) Delivery Statement of goods -Clause 12 - CC	.....
7) Brochures, Catalogues etc. regarding past supply of System	.....
8) Manufacturer's Drawings and Technical Specifications	.....
9) All Test Certificates for the above system/goods as per Railway Specification.	.....
10) Certificate as proof of Calibration Testing Equipment.	.....
11) Any other Applicable Documents.	.....

My/Our Bank reference is as follows:.....

Signed: ..... [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Bid Submission Form]

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

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder] Dated on day of [insert date of signing]

Price Schedule				
<b>SUPPLY/DESIGN, INSTALLATION, DATA GATHERING, IMPLEMENTATION, COMMISSIONING &amp; MAINTENANCE OF COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS) FOR MOTIVE POWER SUB DEPARTMENT, SRI LANKA RAILWAYS</b>				
Item No.	Description	Cost in bid currency (without tax)		Remarks
		In Figures	In words	
01	Supply/Design, installation, data gathering, data entry, customize, training of staff, commissioning and maintaining a Computerized Maintenance Management System (CMMS) for Motive Power Sub Department of the Sri Lanka Railway Department – <b>40 No of User Logins With required database software and cloud hosting during defect liability period. ( The number of User licenses of CMMS shall defined by the bidder to match the 40 Nos of user logins)</b>			
02	Cost for the hardware requested ( 07 Nos Desktop units + 14 Nos Laptop units)			
03	Cost per Additional User login (If requirement exceeds stated number)			
04	Cost per Additional User License (If requirement exceeds stated number)			
04	<p>Technical Support, Maintenance Service, Cloud charges, User Support, Software Update and Upgrade Facility/Support up to Five <b>(05) Years</b> after <b>Defect Liability Period</b> (Indicate the Breakdown Separately) in Sri Lankan Rupees.</p> <p>The indicative annual renewal fee in USD should be submitted in a separate annexure according to the current LKR to USD conversion selling rate of the Central Bank of Sri Lanka. The exchange rate will be considered at the point of annual renewal.</p>			1 <sup>st</sup> Year after DLP
				2 <sup>nd</sup> Year after DLP
				3 <sup>rd</sup> Year after DLP
				4 <sup>th</sup> Year after DLP

				5 <sup>th</sup> Year after DLP
VAT Registration No. of Bidder: .....				
VAT amount in figures( at current rate) for item No. 01 ..... 02 ..... 03.....				
I/WE Agree To Abide By The Condition Stipulated In Your Bid No. ....				
..... Signature of the Bidder		..... Signature of Witness 1		..... Signature of Witness 2
Name & Address of the Bidder		Name & Address of Witness 1		Name & Address of Witness 2
Date: .....		Telephone: .....		
Fax:.....		E mail:.....		

*Section V. Schedule of Requirements Contents*

1. *Requirements and Delivery Schedule*
2. *List of Related Services and Completion Schedule*
3. *Technical Specifications*

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*Section V – Requirements and Delivery Schedule*

1	<i>Description of System</i>	<i>Computerized Maintenance Management System (CMMS)</i>
2	<i>Standards</i>	<i>The system supplied under this contract shall conform to SLR Specifications issued with this bid. The bidder shall submit the specifications in detail of the materials offered by them, and in lieu of same, statements issued by the bidders agreeing to comply with SLR Specifications will not be accepted.</i>
3	<i>Location</i>	<i>Motive Power Sub Department, Sri Lanka Railways, No.575, Baseline Road, Dematagoda, Colombo 09</i>
4	<i>Description of Requirement</i>	<i>As specified in Annexure 1</i>
6	<i>Delivery, Installation, implementation and Commissioning</i>	<p><i>License delivery and installation - 3 months</i></p> <p><i>Implementation and Commissioning – 18 months</i></p> <p><i>All the training related to the system must be completed within 18 months after awarding the contract</i></p> <p><b><i>A detailed timeline of the project shall be submitted with the bid</i></b></p>



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## **1. Introduction**

*This document covers the Technical and Functional Specifications and General Conditions applicable for the supply, install, data gathering, data entry, customize, training of staff commissioning and maintaining a Computerized Maintenance Management System (CMMS) for Motive Power Sub Department (MPS) of the Sri Lanka Railway Department (SLR).*

*The proposed CMMS package should facilitate the whole life optimal management of the physical assets of the MPS and thereby achieve a high level of availability and reliability of assets with reduced capital cost and asset-related operations and maintenance costs, utilizing historical data, maintenance records and their analyzing capabilities.*

**The proposed Computerized Maintenance Management System (CMMS) should consist of the following Principal Modules**

1. Asset/Equipment Management Module
2. Inventory Management Module
3. Maintenance Management Module
4. Personal Management Module
5. Condition Based Monitoring
6. KPI Dashboards
7. Reporting module

## **2. Overview of the Asset Base of MPS**

*The overview of the maintainable asset base of MPS is as follows.*

**Critical parental assets have direct impacts on smoother transportation service**

- 14 different types of locomotive engines
- 07 different types of Power Sets
- Passenger Compartments
- Freight wagons
- Machinery

**Maintainable parental assets**

*Air conditioners, Personal Computers, Printers, Fax Machines, Photocopiers, Servers, Vehicles, Fire Extinguishers, Fire lines, Water Pumps, Cooling Towers*

*The above two categories of parental assets include diverse levels of maintainable child assets which should be identified, logically defined and arranged within the proposed CMMS solution by the selected bidder*

### **Inventory Items**

*MPS holds over 20,000 inventory items (Spare Parts) critical for the smooth functionality of its asset base. The selected bidder should identify, logically categorize, and arrange them within the proposed CMMS solution during the implementation phase*

### **3. CMMS Mandatory Requirements**

*The supplied software shall be propriety software developed for computerized maintenance management. The software shall have a proven track record of successful implementation in Profit/service-oriented organizations and/or utilities within Sri Lanka and/or outside of Sri Lanka. Successful implementation experiences within government sector institutions within Sri Lanka are an added advantage. The Bidder should provide a detailed description of a maximum of 5 (Five) projects in which the Bidder has successfully implemented CMMS proprietary software within the last 5 years including at least three (03) sites belonging to any organization with assets and employees as in similar capacity as Sri Lanka Railways. The CMMS software system shall allow users to manage maintenance activities of the assets and thereby manage asset life cycles successfully. The software solutions should allow MPS to overlook/ manage all aspects of asset maintenance in one place, from scheduling and prioritizing work orders, assigning the right technicians, following permissions on repairs following proper protocols etc. The proposed CMMS solution should facilitate MPS to schedule asset-related maintenance tasks systematically, including preventive and predictive maintenance tasks and reserving spare parts materials and tools mandatory for such schedules. Further, CMMS software shall allow to monitor the progress of maintenance activities, inventory of spare parts & tools, and track actual cost to date and forecast maintenance budget.*

### **CMMS Architecture**

*The Product shall have a facility to deploy in a fully cloud system and additional hardware and software requirements for the proper functionality of the product shall be clearly defined. (Operating system/Database software/Hardware/ Hosting Services/Cloud Services etc.). It shall be compatible to be accessed via commonly available hardware (Laptops/Desktop Computers, Smart Mobile devices etc.)*

**Additional Software, Hardware & Service Requirements**

The bidder should provide specifications of the software hardware and associated services mandatory for the full functionality of the proposed system in a separate annexure to the technical proposal.

The backup options and data storage systems/methods should be clearly specified. Disaster data recovery methods should also be specified. Data ownership details should be specified. Details about the firewall settings/inbuilt security methods/initiatives should be defined by the supplier.

Cost of additional software, Hardware and mandatory cloud services will be managed undertaken by the bidder for the first 6 years (01 year defect liability period + 05 years of technical support period) fully cloud CMMS system.

The proposed CMMS should be based on the 40 user logins. The user login requirement is given below.

<b>Users according to the authority level</b>	<b>Requirement of User logins</b>
CEM (Chief Engineer Motive Power)	1
CME (Chief Mechanical Engineer)	1
DEM (Deputy Chief Engineer Motive Power)	2
DME (Deputy Chief Engineer Mech/Elec)	3
SEM (Superintendent Engineer Motive Power)	2
EM (Engineer Motive Power)	10
CSM (Chief Supervisory Manager)	7
SM (Supervisory Manager)	7
Store Keeper	7
<b>Total</b>	<b>40</b>

### **CMMS Inception and Conceptual Design**

*After confirmation of the service, the bidder shall meet with the staff of the MPS to discuss and agree on the conceptual design of the CMMS. The structure of the asset module, hierarchy levels and coding structure.*

#### **4. User Training Programs**

*The bidder shall train the users of MPS on the CMMS and enable MPS staff to use, maintain and update the system with the required information.*

#### **Training of MPS Staff during the Implementation**

*The selected MPS staff shall work in combination with the bidder throughout the contract for the implementation of the CMMS. The bidder shall provide ongoing on-the-job training during the implementation phase of the system (from inception to asset model conceptual design, implementation of asset model, data upload, installation of the modules and testing and commissioning). The MPS staff in this respect corporate and keep coordination with the bidder's staff and the MPS to provide the information require to build the asset, inventory, and other modules in CMMS.*

#### **Training of Operational Staff**

*The bidder shall provide formal classroom-based training for all the operational-level users of the system once CMMS is commissioned. The bidder shall provide training in the basic use of the software and the basic functions, inputs and outputs including alerts and warnings specific to the site/yard.*

*The training will include workflow processes and procedures, work order creation, approvals and implementation, reading preventive & predictive maintenance schedules, records and other data inputs, and adding documentation such as drawings and specifications. This will allow users to operate the CMMS daily.*

#### **Training of Maintenance Engineering Staff**

*The bidder shall provide a separate training session for the Maintenance Engineers/Foramens to use the CMMS. The bidder shall explain the functions and capabilities of the CMMS and its specific modules.*

*The training shall include Work Order generation and workflow, alert systems, maintenance scheduling, maintenance procedure, input maintenance & tests, budgeting, review and CMMS capability for management monitoring and overview. The training will also include setting up and changing authorization levels within the CMMS.*

### **Training for the MPS Management**

The bidder shall provide training for the Management of MPS. This training should include an overview of the installed CMMS, authorities to view system-wide information summary for maintenance performance, approvals, costs and budgets, and other functions for higher level managerial monitoring.

After the completion of the training the bidder shall handover the operational manual of the implemented CMMS to MPS either in hard or soft format with three (03) additional copies.

## **5. Scope of Service**

### **CMMS Asset Module**

The CMMS shall allow unlimited hierarchy levels within the asset model. The bidder shall set up the structure for the Asset module in combination with the MPS staff to input data. The asset module should include all the available information on the parental assets and other maintainable sub assets captured and compiled by the bidder. Details of the assets acquired after finalizing the asset module will be gathered and fed into the system by the MPS staff.

### **Maintenance Management Module – Preventive Maintenance Schedule**

The bidder shall in combination with the MPS staff, input the maintenance schedules for each equipment. The MPS shall make available the detailed preventive maintenance schedules to the bidder.

The CMMS shall therefore be able to create all the relevant output such as work orders, materials and spare parts requisition, etc. through the Maintenance Management Module.

### **Tools, Equipment, and Inventories**

The bidder shall in combination with the MPS staff input the list of tools, equipment, and inventories. MPS shall provide the lists of the tools, equipment, and inventories available when system implementation progressing.

### **Operational & Maintenance Manuals, Drawings Other Information**

The bidder in combination with the MPS staff shall input O & M Manuals, drawings or other relevant information to the CMMS in PDF, JPEG, DWG or similar soft format. This information will be uploaded into the database such that this documentation is readily available to the users for further reference during the operations. These documents shall be attached to the work orders as appropriate.

The MPS staff shall make available the documentation in soft format (PDF, JPEG, DWG etc.). The bidder shall train the MPS staff to upload those documentation comfortably after commissioning the system.

### **Technical Service Assistance**

The bidder shall provide ongoing technical services for twelve (12) months commencing on the day of handing over the CMMS to MPS. This period shall be considered a defect liability period for the system, and during this period, the bidder shall be responsible for rectifying any defects or flaws in the CMMS package which may arise because of Software bugs, configuration issues, customizing issues, erroneous data entry or crashes during operation of the software or any act of omission of the contract upon the notification given by MPS about any such defects.

The nature of this technical support shall be predominantly remote technical support by telephone directly to the user at the site or web-access support direct to the server. In the case of major software defects that cannot fix remotely the bidder shall provide technical assistance for providing fixes at the site.

After the expiry of the twelve (12) months obligatory technical assistance period, the bidder shall continue to maintain the CMMS providing technical assistance for a minimum of three (03) years period by signing a technical service agreement. **Five years of maintenance cost should be given in the price schedule.**

The CMMS shall have the facility to access the data stored in the system to be imported into another system in case software support is not available in the long term or version upgrade.

### **6. Functional Requirements**

This section of the document describes specific product features that should be available in the proposed solution. There are core areas which shall be identified and addressed by the solution. It is described in the following sections.

#### **Asset/Equipment Management**

The solution should have a separate module to maintain Assets and Equipment. The following specific features shall be available in the module. Please **refer to Annexure I** for the technical specifications of the requirement.

#### **Inventory Management**

The solution should have a separate inventory module to maintain and manage spare parts. Please **refer to Annexure I** for the technical specifications of the requirement.

#### **Maintenance Management**

Proposed software solution should have a powerful maintenance management module to address preventive, corrective, and breakdown maintenance management requirements of MPS. Please **refer to Annexure I** for the technical specifications of the requirement.

### **Personal Management**

Employees play a vital role in maintenance management in MPS. They directly involve with maintenance process, and it is necessary to track their efficiency and performance while they involve in maintenance activities. To fulfill those requirements there should be a personal module in the proposed solution. Please **refer to Annexure I** for the technical specifications of the requirement.

### **Condition Based Monitoring**

Condition-based monitoring also plays a vital role in maintenance management in MPS. So the proposed solution should have the facility to perform a condition-based monitoring process with specific functionalities. Please **refer to Annexure I** for the technical specifications of the requirement.

### **KPI Dashboard**

A key performance indicator is an essential part of the proposed solution. The proposed solution should provide a customizable and aesthetically appealing KPI Dashboard. Please **refer to Annexure I** for the technical specifications of the requirement.

### **Reports**

The proposed solution should have the facility to generate reports as per the user's requirements based on the available data. As well as it should have the facility to develop a graphical view of the required reports also. It should be user-friendly and should have the facility to make changes to authorized users when required. Please **refer to Annexure I** for the technical specifications of the requirement.

### **Integration with Other Systems**

The proposed solution should be capable of integrating with existing or upcoming systems to get relevant data as inputs to the system.

## **7. Technical Requirements**

The proposed solution should have the following technical features.

### **Product license**

Product licenses should work on a concurrent basis. It should allow the creation of any number of user accounts in the system and **should have the facility to define authorization levels on an individual basis**. Also, it should have the facility to simultaneously log a number of users equal to the number of product license purchased. **The system should be a proprietary licensed software product which should be up and running even if the annual maintenance fee is not paid by the MPS based on its sole decision.**



### **Scalability of the product**

The product should have a facility to extend into other sites as a multi-site system (multi-site operation). Software licensing facilities need to be specified.

### **8. Technical Proposal - Standard Forms**

Form TECH-1: Technical Proposal Submission Form .....

A - Bidder's Organization .....

B - Bidder's Experience .....

C-Propriety CMMS Software.....

D – CMMS Software References

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client .....

A - On the Terms of Reference .....

B - On Counterpart Staff and Facilities.....

Form TECH-4: Description of Approach, Methodology, Work Plan with Project Plan and Project organization for Performing the Assignment. ....

Form TECH-5: Team Composition and Task Assignments..... 48

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff ..... 50

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## **Organization and Experience**

### **A - Bidder's Organization**

#### **Description of the Bidder's Organization (or firms if in an association)**

Provide here a brief description of the background and organization of your firm and if an association is proposed each firm of the association.

The description shall include:

#### **a) General Description of the Firm's Business (max 3 pages)**

- i) General business sector of the firm
- ii) Firm's main office(s) location and its place of business registration
- iii) General statement of the firm's services offerings and the main type of projects that have been, and are being executed
- iv) Organisational/firm structure: management, divisions, business units etc with a brief description of the function
- v) Ongoing relationships and/or representation agreements with proprietary software providers and specifically CMMS software providers
- vi) Description of firm's staffing structure
- vii) Number of total staff in the firm
- viii) Number of CMMS engineering/implementation staff

#### **b) Financial Status of Firm**

- i) Business registration document
- ii) Firm's annual turnover over the last 5 years
- iii) Last 3 years audited financial accounts
- iv) Current volume of work being executed by the firm

**B - Bidder's Experience**

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment [Use maximum 20 pages]*

Assignment name:	Approx. value of the contract in LKR
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract in LKR:
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Bidders:
Name of associated Bidders, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	

*Description of actual services provided by your staff within the assignment:*

*Firm's Name:* \_\_\_\_\_

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### **C-Propriety CMMS Software**

*The Bidder shall provide the following information to demonstrate that the CMMS software is a world-class proprietary package fit for purpose of implementing a CMMS on the Motive Power Sub Department of the Sri Lanka Railway Department. In addition, the bidder should fill and submit the Schedule of Guarantee in Annexure 1.*

#### **a) Authorisation**

*The Bidder shall provide a licence, certificate or confirmation document verifying the Bidder is the developer itself or an authorised representative of the CMMS proprietary software developer. **This is a mandatory requirement and the proposals without this letter will be disqualified.***

#### **b) CMMS Software Bidder**

*Bidder should prove its financial capability and the stability of the business along with following documents.*

- i. Name and details of the company and company structure including holding companies etc*
- ii. the last 3 years' annual reports*
- iii. company profile and other company brochures and material*
- iv. Company business registration*
- v. List of clients*
- vi. Innovative business approaches/Noteworthy achievements on the business front*

#### **c) Specifications of CMMS Software**

*The Bidder shall provide full details of the CMMS software which is going to be proposed and implemented and the methods of modifications/configuration/ to be best suited to the customer's requirements as follows*

- i. The Bidder shall provide the full detailed specification of the CMMS proprietary software*
- ii. The Bidder shall provide full details of the licensing structure and User licences proposed within the software packages*
- iii. The Bidder shall provide user login capability under the User licensing structure*
- iv. The Bidder shall provide the latest version available*

#### **d) CMMS Hardware**

*The bidder shall specify and list the minimum computers and other hardware required for the proposed CMMS. The bidder shall supply the 8 numbers of Branded desktop computers and 14 Laptop computers. The specification of the Desktops & Laptops are given below.*

*Specification for Desktop computers:*

- *Reputed Branded Desktop*
- *Minimum Processor i7, 10 Gen or higher*
- *Minimum RAM 6 GB or higher*
- *17-inch LED Monitor*
- *UPS included*
- *Warranty 3 years*
- *MS Windows*

*Specification for Laptop computers:*

- *Reputed Branded Desktop*
- *Minimum Processor i7, 10 Gen or higher*
- *Minimum RAM 6 GB or higher*
- *Approximate 15 “ inch LED Monitor*
- *Warranty 3 years*
- *MS Windows*

*Barcode or QR code scanners*

- *To be compatible with the CMMS*

**e) Additional Information**

*The Bidder should provide additional information that may support his bid in terms of proprietary CMMS software capability and depth of specification, company experience or similar.*

## **D – CMMS Software References**

The Bidder should provide a detailed description of a maximum of 5 (Five) projects which the Bidder has successfully implemented CMMS proprietary software within the last 5 years including at least three (03) sites belonging to any organization with assets and employees as in similar capacity as Sri Lanka Railways. The bidder should be able to arrange field visits to the proposed sites upon requests of the client to demonstrate solution capability and the bidder's experiences in implementing CMMS software systems. (Max 5 pages per project case study with description, diagrams, and organisation structure of implemented projects, asset model structure and CMMS functions installed and other information to explain the two projects given in the proposal). Please follow the format below in this regard.

### **Form (Da.) – CMMS Software References**

These include projects implemented both within and outside of Sri Lanka. This shall demonstrate the extent to which the proposed propriety CMMS software is used generally to maintain the critical assets belonging to the government and private sectors locally and internationally.

Type of sector	
Name of the client organization/project	
Site location/country	
Brief description of project/facility	
Date of successful implementation Confirm that the	
Confirm that the software is currently using/implementation ongoing/service agreement is in place etc.	
Other relevant information/comment	

**Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client**

**A - On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in your Proposal.]*

**B - On Counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities to be provided by the client according to the Scope of the work: administrative support, office space, local transportation, equipment, data, etc.]*

**Form TECH-4: Description of Approach, Methodology, Work Plan with Project Plan and Project organization for Performing the Assignment.**

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**Form TECH-5: Team Composition and Task Assignments**

<i>Professional staff according to the project organization (All the members should be employed by the bidder)</i>					
<i>Name of Staff</i>	<i>Position Assigned</i>	<i>Required Background/Expertise</i>	<i>Firm/Institution</i>	<i>Task Assigned</i>	<i>Time allocated (weeks)</i>
	<i>Project Manager</i>	<p><i>Experienced full-time, resident CMMS implementation project manager with BSc. engineering background with over 10 years of relevant experience. He/she should have both technical and managerial experience in CMMS implementation projects. He/she should be flexible and mobile to manage the implementation teams and liaise with the Client.</i></p> <p><i>(Bidder shall elaborate further as required)</i></p>		<p><i>To be completed by the Bidder</i></p> <p>1).....</p> <p>2).....</p> <p>3).....</p>	

	Lead Implementation Staff	Experienced, full-time, resident engineer with BSc. Engineering/IT background with a proven track record in CMMS systems implementation. He/she should be dedicated to the site and responsible for the CMMS implementation, leading specific implementation teams and coordinating and liaising with the client's staff. (Bidder shall elaborate further as required)		To be completed by the Bidder	
	Implementation Staff	Experienced engineers with an Engineering/IT background with at least one year relevant experience. They should be responsible for data input and building the proposed modules of the CMMS and customising the CMMS to the client's requirement under the supervision and direction of the Lead Implementation Engineer.		To be completed by the Bidder	
	Data Entry Operators	Data entry operator with at least one year previous experience in the CMMS software system proposed by the client		To be completed by the Bidder	
	Post-implementation Support Team	Experienced professionals with engineering/IT backgrounds with at least 2 years of relevant CMMS-related technical support experience for active clients.		To be completed by the Bidder	
	Other Bidders Personnel	To be completed by Bidder		To be completed by the Bidder	

Note: Required to provide project organization structure aligned with Form Tech 5

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [only one candidate shall be nominated for each position]: \_\_\_\_\_

2. **Name of Firm** [Insert name of firm proposing the staff]: \_\_\_\_\_  
\_\_\_\_\_

3. **Name of Staff** [Insert full name]: \_\_\_\_\_

4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

5. **Education** [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment **with documentary proof**]: \_\_\_\_\_  
\_\_\_\_\_

6. **Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_

7. **Other Training** [Indicate significant training since degrees under 5 - Education were obtained]: \_\_\_\_\_  
\_\_\_\_\_

8. **Countries of Work Experience:** [List countries where staff has worked in the last ten years]: \_\_\_\_\_  
\_\_\_\_\_

9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: \_\_\_\_\_  
\_\_\_\_\_

10. **Employment Record** [Starting with present position, list in reverse order the implementations conducted by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Client: \_\_\_\_\_

Positions held: \_\_\_\_\_

<p><b>11. Detailed Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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**13. Certification:**

*I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal if engaged.*

\_\_\_\_\_  
*[Signature of staff member]* Date: \_\_\_\_\_  
Day/Month/Year

Full name of staff member: \_\_\_\_\_

\_\_\_\_\_  
*[Signature of authorized representative of the staff]* Date: \_\_\_\_\_  
Day/Month/Year

Full name of authorized representative: \_\_\_\_\_

## 9. Annexure I

### SCHEDULE OF GUARANTEED TECHNICAL PARTICULARS

The bidder is required to provide whether the proposed CMMS package can offer each required feature as listed below. The bids which do not contain the requested details will be rejected.

ITEM NO.	DESCRIPTION OF REQUIRED FEATURES	OFFERED YES/NO and Comment
<b>1</b>	<b>Asset Management</b>	
1.1	Ability to maintain various levels of the assets (Location/Asset/Sub-asset/Equipment)	
1.2	Assets/ Equipment need to be registered with unique item codes defined by the user based on location, type, technical parameters, etc.	
1.3	Flexibility to generate item codes upon the entered details & parameters.	
1.4	Ability to maintain the hierarchy of the assets and provision to link spare parts list into a separate inventory module.	
1.5	Flexibility to map assets which are registered with the unique item code discussed above	
1.6	Facility to add additional fields as per the requirements of users to maintain additional details of the assets.	
1.7	Flexibility to relocate assets or equipment without affecting historical data.	
1.8	Provision to rolling up/down and sorting/filtering equipment based on the cost, type, location, hierarchy, technical parameters, manufacturer, age, etc.	
1.9	Facility to perform related processes specific to the main asset such as amendment, replacement and disposal.	
1.10	Link with the failure records in the maintenance management module and ability to drill down to analyze equipment failures.	
1.11	Tracking of financial information by assets.	

1.12	Automatically trigger the warranty and details of the assets/equipment in the maintenance activities.	
1.13	Historical data of Work Orders, PM work orders should be sequentially organized and stored against a particular asset.	
1.14	Ability to set up KPI for asset inspection management	
1.15	Ability to attach maintenance manuals, standard working instructions, and schedules pertaining to the assets in digital format	
1.16	Define and attach a spare parts list to the relevant assets and ability to track spare part usage over the life cycle	
1.17	Ability to enter loco and coach mileage reports and analyze them	
1.18	Ability to enter data regarding fueling locos and coaches at the fuel points	
<b>2</b>	<b>Condition Based Monitoring</b>	
2.1	Facility to define alert parameters for equipment based on various inspection data.	
2.2	Alerts should be popped up automatically.	
2.3	Functionality to generate preventive maintenance work order when it indicates higher or lower readings than the predefined threshold levels.	
2.4	Also, the facility to send SMS or email notifications promptly when such a situation occurs as defined under Item No. 3.10.2.3	
2.5	Ability to analyze the inspection data and procedure to indicate corrective actions based on the analyzed data.	
<b>3</b>	<b>Inventory Management</b>	
3.1	Capability to be integrated with existing inventory management system when required.	

3.2	<i>Facilitate keeping and tracking on-hand quantities, locations, reorder points, usage history of spare parts</i>	
3.3	<i>Ability to receive spare parts into the store</i>	
3.4	<i>Allocate parts for maintenance jobs and issue parts to maintenance staff.</i>	
3.5	<i>Returning parts to the store.</i>	
3.6	<i>Transferring parts from store to store.</i>	
3.7	<i>Facility to manage <b>Average, Standard, Last in First Out (LIFO) &amp; First in First Out (FIFO)</b> costing strategy.</i>	
3.8	<i>Capability to differentiate between sequential items &amp; non-sequential items.</i>	
3.9	<i>Facility to set up multiple warehouses.</i>	
3.10	<i>Facility for inventory adjustments, and reconciliation based on audited physical count.</i>	
3.11	<i>Facility to track the average number of on-hand quantities of inventory items.</i>	
3.12	<i>Identification and verification of the person who issued the parts in-store.</i>	
3.13	<i>Identification and verification of the person who received the parts issued by the store.</i>	
3.14	<i>Ability to set up KPIs for inventory management.</i>	
3.15	<i>Barcode or QR code generating and scanning facility</i>	
<b>4</b>	<b>Maintenance Management</b>	
<b>4.1</b>	<b>Work Orders (WO)</b>	
4.1.1	<i>Ability to initiate and manage WOs for Preventive, Predictive and Corrective/Breakdown maintenance requirements.</i>	

4.1.2	Create and track work orders and maintain work order histories.	
4.1.3	Facility to track Information such as the reason for failure, action required, and action taken.	
4.1.4	Facilitate planning material requirements.	
4.1.5	Detailed tracking of actual maintenance costs per work order.	
4.1.6	Linkage between all the work orders with masterwork order	
4.1.7	The system shall support a multi-level failure hierarchy.	
4.1.8	Generate requesting letters for approvals/interruptions from different parties based on the WO information.	
4.1.9	Ability to trigger event-based emails or SMS notifications/alerts	
4.2	<b>Material Request (MR)</b>	
4.2.1	Ability to generate MR through the system	
4.2.2	Ability to link MR with Asset Module	
4.2.3	Facility to select/enter the material to be requested through predefined fields defined based on type and related technical parameters.	
4.2.4	Facility to link MR with WO.	
4.2.5	The facility in MR for users to update any additional remarks.	
4.2.6	Facility to mark and organize MR on a priority basis as urgent, normal, etc.	
4.2.7	Approved workflow for MR should be able to be set up and defined by the user as appropriate.	
4.2.8	Ability to trigger Email notifications and SMS alerts based on events.	
4.3	<b>Preventive Maintenance (PM) and Scheduling</b>	
4.3.1	PM frequency can be set up by calendar or by usage or both.	



4.3.2	<i>Usage of equipment shall be predicted based on intermittent meter/counter readings taken with the recording of dates.</i>	
4.3.3	<i>Duly validated meter/counter reading should be logical (Should not be lower than the last reading).</i>	
4.3.4	<i>Capability to generate a checklist for preventive, predictive and corrective maintenance of each equipment.</i>	
4.3.5	<i>Record and store the feedback provided against the checklist.</i>	
4.3.6	<i>Email notifications and SMS alerts should be triggered based on the event.</i>	
4.3.7	<i>Capability to enter and record past maintenance records/data against a checklist irrespective of the WOs.</i>	
4.3.8	<i>Ability to calculate a cumulative total of inventory cost automatically based on the information fed to the system.</i>	
4.3.9	<i>Automated reports for maintenance history, past/due PMs, productivity, budgets, and backlogs and flexibility to generate customized reports based on institutional requirements</i>	
4.3.10	<i>Facility to maintain workflow and track the status of the work order at any given stage of the work flow.</i>	
4.3.11	<i>Ability to set up KPIs for maintenance management.</i>	
5	<b>KEY PERFORMANCE INDICATORS (KPI)</b>	
5.1	<i>Facility to set up a KPI dashboard in the logging screen of the system and flexibility to modify it based on institutional requirements.</i>	
5.3	<i>Facility to analyze full life or life-cycle cost for common components across multiple locations.</i>	
5.4	<i>System should have a facility to perform ongoing strategic analysis by using OLAP (Online Analytical Processing) reporting tools.</i>	
6	<b>PERSONAL MANAGEMENT</b>	
6.1	<i>Ability to maintain employee master in the system.</i>	

6.2	Ability to maintain pay rates and leave through the system.	
6.3	Ability to define the Sri Lankan calendar year in the system	
6.4	Schedule employees to work orders.	
6.5	Ability to track overtime through the system.	
6.6	Ability to track the efficiency and performance of employees.	
<b>7</b>	<b>MOBILE APPLICATION</b>	
7.1	Update work orders and enter maintenance records via handheld devices (the proposed system should support more than one renowned operating system with a proprietary nature).	
7.2	Facility to create multiple work orders or work requests for the same requirements by authorized users represented by different teams	
7.3	Facilitate inputting maintenance records against the checklist.	
7.4	Facilitate inputting of inspection data.	
7.5	Compatible with wireless devices available in the market. (Smartphone, Tablets, etc.)	
7.6	Mobile app for the employees to enter data into the system on the spot	
<b>8</b>	<b>COMPUTER HARDWARE</b>	
<b>8.1</b>	<b>Servers</b>	
8.1.1	<p>The proposed CMMS is a cloud-based system, the required cloud hosting services for application and maintaining system backups should be proposed by the supplier and pricing should be included with the total proposed pricing of the system up to the point of commissioning or the end of defect liability period and <b>whichever occurs later</b>. The specifications/details of the reliable and economical cloud hosting services should be submitted along with the bid</p> <p>The supplier should provide the minimum required specifications of the laptop/desktop computers/smart devices along with the technical proposal</p>	

<b>8.2</b>	<b><i>Operating System</i></b>	
8.2.1	<i>Operating system (Windows server-based)</i>	
8.2.2	<i>Operating system support (One-year standard support)</i>	
8.2.3	<i>Warranty (One-year standard warranty for software and hardware after commissioning of the system)</i>	

.....  
*Signature and seal of the bidder*

.....  
*Date*

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## ***Volume 2***

Section VI. Conditions of Contract

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## Section VI. Conditions of Contract

1. Definitions	<b>1.1</b>	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> <li>(a) "The 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.</li> <li>(b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.</li> <li>(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 therefrom, as may be made pursuant to the Contract</li> <li>(d) "Day" means calendar day.</li> <li>(e) "Completion" means the fulfillment of the supply of System to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</li> <li>(f) "CC" means the Conditions of Contract.</li> <li>(g) "System/Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials belongs to the CMMS system that the Supplier is required to supply to the Purchaser under the Contract</li> <li>(h) "Purchaser" means the entity purchasing the System and Related Services, as specified in the Contract Data.</li> <li>(i) "Related Services" means the services incidental to the supply of the System, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.</li> <li>(j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the System to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.</li> <li>(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.</li> <li>(l) "The Project Site," where applicable, means the place named in the Contract Data.</li> </ul>
2. Contract Documents	<b>2.1</b>	<p>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.</p>

3. <i>Fraud and Corruption</i>	<b>3.1</b>	<p><i>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></p> <ul style="list-style-type: none"> <li><i>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;</i></li> <li><i>ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</i></li> <li><i>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, noncompetitive levels; and</i></li> <li><i>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.</i></li> </ul>
4. <i>Interpretation</i>	<b>4.1</b>	<i>If the context so requires it, singular means plural and vice versa.</i>
	<b>4.2</b>	<p><b>Entire Agreement</b></p> <p><i>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 thereto made prior to the date of Contract.</i></p>
	<b>4.3</b>	<p><b>Amendment</b></p> <p><i>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 thereto.</i></p>
	<b>4.4</b>	<p><b>Severability</b></p> <p><i>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.</i></p>
5. <i>Language</i>	<b>5.1</b>	<p><i>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.</i></p>

	<b>5.2</b>	<i>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.</i>
6. Joint Venture, Consortium or Association	<b>6.1</b>	<i>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.</i>
7. Eligibility	<b>7.1</b>	<i>All system/<b>goods</b> supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the <b>Goods</b> supplied shall be complied to other internationally accepted standards, such as British Standards.</i>
8. Notices	<b>8.1</b>	<i>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.</i>
	<b>8.2</b>	<i>A notice shall be effective when delivered or on the notice's effective date, whichever is later.</i>
9. Governing Law	<b>9.1</b>	<i>The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.</i>
	<b>9.2</b>	<p><b>Registration of Contract</b></p> <p><i>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 failed to submit this certificate shall be rejected.</i></p>
	<b>9.3</b>	<p><b>Agent to hold Power of Attorney</b></p> <p><i>Offers from agents representing principal manufactures abroad, will not be considered, unless they hold the Power of Attorney from the principal manufacturer empowering the agent to offer on their behalf, to enter in to a valid agreement on behalf of the principals, and to fulfill all the terms and conditions of contract, in the event of the offer being awarded.</i></p> <p><i>Nomination of agent/s after the bid has been submitted will not be accepted. Local Agent nominated at the time of bidding shall not be changed within the period of contract.</i></p>



10. Settlement of Disputes	<b>10.1</b>	<i>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.</i>
	<b>10.2</b>	<i>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 hereinafter 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 may be commenced prior to or after delivery of the <b>System</b> under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.</i>
	<b>10.3</b>	<i>Notwithstanding any reference to arbitration herein, i) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and ii) the Purchaser shall pay the Supplier any monies due the Supplier.</i>
11. Scope of Supply	<b>11.1</b>	<i>The <b>System</b> and Related Services to be supplied shall be as specified in the Schedule of Requirements.</i>
12. Delivery and Documents	<b>12.1</b>	<i>Subject to CC Sub-Clause 32.1, the Delivery of the <b>System</b> 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.</i>
13. Supplier's Responsibilities	<b>13.1</b>	<i>The Supplier shall supply service and all the <b>System</b> and related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.</i>
14. Contract Price	<b>14.1</b>	<i>Prices charged by the Supplier for the <b>System</b> supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.</i>
15. Terms of Payment	<b>15.1</b>	<i>The Contract Price shall be paid as specified in the Contract Data.</i>
	<b>15.2</b>	<i>The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the</i>

		<i>System 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</i>
	<b>15.3</b>	<i>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.</i>
<b>16. Taxes and Duties</b>	<b>16.1</b>	<i>The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted System to the Purchaser.</i>
<b>17. Performance Security</b>	<b>17.1</b>	<i>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.</i>
	<b>17.2</b>	<i>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.</i>
	<b>17.3</b>	<i>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.</i>
	<b>17.4</b>	<i>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</i>
<b>18. Copy right</b>	<b>18.1</b>	<i>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 vested in such third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.</i>
<b>19. Confidential Information</b>	<b>19.1</b>	<i>The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, 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 Subcontractor 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</i>

	<b>19.2</b>	<i>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.</i>
	<b>19.3</b>	<i>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.</i>
	<b>19.4</b>	<i>The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.</i>
20. Subcontracting	<b>20.1</b>	<i>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</i>
	<b>20.2</b>	<i>Subcontracts shall comply with the provisions of CC Clauses 3 and 7</i>
21. Specifications and Standards	<b>21.1</b>	<p><i>Technical Specifications and Drawings</i></p> <p>i. <i>The <b>System</b> 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 <b>Goods</b>' country of origin.</i></p> <p>ii. <i>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.</i></p> <p>iii. <i>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</i></p>
22. Packing and Documents	<b>22.1</b>	<i>The Supplier shall pack the <b>Goods</b> as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.</i>

23. Insurance	<b>23.1</b>	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	<b>24.1</b>	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	<b>25.1</b>	The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the System and Related Services as are specified in the Contract Data
	<b>25.2</b>	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.
	<b>25.3</b>	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 traveling and board and lodging expenses
	<b>25.4</b>	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
	<b>25.5</b>	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.
	<b>25.6</b>	The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection
	<b>25.7</b>	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 <b>Goods</b> 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.
	<b>25.8</b>	The Supplier agrees that neither the execution of a test and/or inspection of the <b>System</b> 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 Damage	<b>26.1</b>	Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the <b>System</b> by the Date(s) of delivery 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 <b>System</b> or unperformed 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	<b>27.1</b>	The Supplier warrants that all the <b>Goods</b> 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.
	<b>27.2</b>	Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the <b>Goods</b> 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.
	<b>27.3</b>	Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) months after the <b>Goods</b> , or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.
	<b>27.4</b>	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.
	<b>27.5</b>	Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective <b>System</b> or parts thereof, at no cost to the Purchaser.
	<b>27.6</b>	If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser

		<p>may proceed to take within a reasonable period such remedial action as may be 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.</p>
28. Patent Rights	<b>28.1</b>	<p>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:</p> <ul style="list-style-type: none"> <li>(a) the installation of the <b>System</b> by the Supplier or the use of the <b>Goods</b> in the country where the Site is located; and</li> <li>(b) the sale in any country of the products produced by the <b>Goods</b>.</li> </ul> <p>Such indemnity shall not cover any use of the <b>Goods</b> 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 <b>Goods</b> 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.</p>
	<b>28.2</b>	<p>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.</p>
	<b>28.3</b>	<p>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</p>
	<b>28.4</b>	<p>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.</p>
	<b>28.5</b>	<p>The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors 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</p>



		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 documents or materials provided or designed by or on behalf of the Purchaser
29. Limitation of Liability	<b>29.1</b>	<p>Except in cases of criminal negligence or willful misconduct,</p> <p>(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</p> <p>(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</p>
30. Change in Laws and Regulations	<b>30.1</b>	<p>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. Notwithstanding 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.</p>
31. Force Majeure	<b>31.1</b>	<p>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.</p>
	<b>31.2</b>	<p>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.</p>

	<b>31.3</b>	<i>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.</i>
32. <i>Change Orders and Contract Amendments</i>	<b>32.1</b>	<p><i>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:</i></p> <ul style="list-style-type: none"> <li><i>a) drawings, designs, or specifications, where System to be furnished under the Contract are to be specifically manufactured for the Purchaser;</i></li> <li><i>b) the method of shipment or packing</i></li> <li><i>c) the place of delivery; and</i></li> <li><i>d) the Related Services to be provided by the Supplier.</i></li> </ul>
	<b>32.2</b>	<i>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.</i>
	<b>32.3</b>	<i>Prices to be charged by the Supplier 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.</i>
	<b>32.4</b>	<i>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.</i>
33. <i>Extensions of Time</i>	<b>33.1</b>	<i>If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the System 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.</i>
	<b>33.2</b>	<i>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.</i>



<p>34. Termination</p>	<p><b>34.1</b></p>	<p><b>Termination for Default</b></p> <p>i) 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:</p> <ul style="list-style-type: none"> <li>a. if the Supplier fails to deliver any or all of the <b>System</b> within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;</li> <li>b. if the Supplier fails to perform any other obligation under the Contract; or</li> <li>c. 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.</li> </ul> <p>ii) 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, <b>System</b> 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 <b>System</b> or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
	<p><b>34.2</b></p>	<p><b>Termination for Insolvency.</b></p> <p>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</p>
	<p><b>34.3</b></p>	<p><b>Termination for Convenience.</b></p> <p>i) 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.</p> <p>ii) The <b>System</b> that are complete and ready for delivery 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 <b>System</b>, the Purchaser may elect:</p> <ul style="list-style-type: none"> <li>a. to have any portion completed and delivered at the Contract terms and prices; and/or</li> </ul>

		<p><i>b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed <b>System</b> and Related Services and for materials and parts previously procured by the Supplier.</i></p>
35. Assignment	<b>35.1</b>	<p><i>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.</i></p>

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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	The Purchaser is : The General Manager of Sri Lanka Railways
CC 1.1	<p>The name and identification number of the Contract are:</p> <p><b>SUPPLY/DESIGN, INSTALLATION, DATA GATHERING, IMPLEMENTATION, COMMISSIONING &amp; MAINTENANCE OF COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS) FOR MOTIVE POWER SUB DEPARTMENT, SRI LANKA RAILWAYS</b></p> <p><b>IFB No: SRS/F.7804</b></p>
CC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Attention: General Manager</p> <p>Address: Sri Lanka Railways, Railway Headquarters, Olcott Mawatha, Colombo 10.</p> <p>Telephone: 94 (11) 2431177</p> <p>Facsimile number: 94 (11) 2446490</p> <p>Electronic mail address: gmrslr@sltnet.lk</p>
CC 12.1	Details of shipping and other documents to be furnished by the Supplier are : Not Applicable
CC 15.1	<p>(a) 85% of the Contract Price shall be paid upon installation and successful commissioning and acceptance of CMMS by the Purchaser against a certificate of acceptance issued by him.</p> <p>(b) The balance 15% of the Contract price of the installed <b>system</b> shall be paid on completion of the contract pursuant to CC Clause 27.</p> <p><b>Payment Schedule</b></p> <ol style="list-style-type: none"> <li>1. 10 Percent (10%) as an advance payment against advance bond</li> <li>2. 10 Percent (10%) after delivering conceptual project implementation report with timelines</li> <li>3. 20 Percent (20%) after deliver the software</li> <li>4. 20 Percent (20%) after complete asset module</li> <li>5. 15 Percent (15%) after complete Maintenance and Inventory modules</li> <li>6. 10 Percent (10%) after complete reporting and other modules</li> </ol>

	<p>7. 15 Percent (15%) retain as retention and release after one-year (1) defect liability period.</p> <p>Suppliers should confirm their acceptance for the payment schedule proposed above in writing along with bid. Without duly accepted payment schedule proposed by Sri Lanka Railways will not be considered for further evaluations.</p> <p>The purchaser shall release the payment specified under (b) above at the request of the supplier, provided the supplier submits a Bank Guarantee issued by a registered Bank operating in Sri Lanka, acceptable to the purchaser.</p>
CC 17.1	<p>A Performance Security:</p> <p>The amount of Performance Security, as a percentage of the contract price, shall be Ten percent (10%) of the Contract price.</p> <p>Within fourteen (14) days of receipt of the Notification of award of the contract the successful Bidder shall furnish to the Purchaser an on-demand Performance Security.</p>
CC 26.1	The liquidated damage shall be 0.5 % per week.
CC 26.1	The maximum amount of liquidated damages shall be: 05% of the contract value.
CC 27	<p>The supplier will be required to guarantee the <b>System</b> supplied for a period of one (01) year from the date of acceptance by the purchaser. The 05% of the contract price retained as per CC 15.1 of Contract Data will be released after the successful completion of the total defect liability period.</p>

## Section VIII – Contract Forms

### 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 **System** and ancillary services, viz., [insert brief description of **System** and Services] and has accepted a Bid by the Supplier for the supply of those **System** 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 **System** 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 **System** 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]*

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SPECIMEN FORM OF PERFORMANCE GUARANTEE

..... {Issuing Agency's name, and address of Issuing Branch or Office}

**Beneficiary:** ..... {Name and Address of Purchaser} .....

**Date:** .....

**PERFORMANCE GUARANTEE NO.:** .....

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

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we .....{name of Agency} hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... {amount in figures}{..... } {amount in words}, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ..... day of ....., 20..... {insert date, 28 days beyond the scheduled contract completion date} and any demand for payment under it must be received by us at this office on or before that date.

.....

{Signature(s)}

**Invitation for Bids (IFB)**  
**SRI LANKA RAILWAYS**

**PROCUREMENT FOR SUPPLY/DESIGN, INSTALLATION, DATA GATHERING, IMPLEMENTATION,**  
**COMMISSIONING & MAINTENANCE OF COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS)**  
**FOR MOTIVE POWER SUB DEPARTMENT, SRI LANKA RAILWAYS.**

**IFB No. - SRS F. 7804**

1. The Chairman, Department Procurement Committee (Major) on behalf of Sri Lanka Railways, Colombo will receive sealed bids from Local suppliers for the Design, Install And Commissioning of Implement Computerized Maintenance Management System (CMMS) for Motive Power Sub Department 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 on working days from 9.00am to 3.00pm from **31/01/2025** until **27/02/2025**.

Deputy General Manager (Procurement),  
Railway Procurement Sub Department,  
Olcott Mawatha, Colombo 10.  
Telephone Nos. : 94 (11) 2438078 or 94(11) 4600202  
Fax No. : 94(11) 2432044  
Email : [srs.slr@gmail.com](mailto:srs.slr@gmail.com), [tender1@railway.gov.lk](mailto:tender1@railway.gov.lk)  
Website : [www.railway.gov.lk](http://www.railway.gov.lk)

4. The bidders shall submit documentary of ability and capability to supply above system along with the past records of supplying above item (at least 5 customers of the same brand have been sold in Sri Lanka within last 5 years)
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 Office of the Railway Procurement Sub Department, Olcott Mawatha, Colombo 10, Sri Lanka from **31/01/2025** to **27/02/2025** up to **3.00 p.m.** on payment of a non-refundable procurement fee of **Rs. 13,950/-** only.
6. All bids must be accompanied by a Bid security. Amount of Bid security shall be Rs. 600,000.00 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 will be held on 13/02/2025 at 10.00 am at Chief Engineer's Motive Power Office, Sri Lanka Railways, No. 575, Baseline Road, Demetagoda.
8. Bids must be delivered to the address below on or before **2.00pm** on **28/02/2025** 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.7804.

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