
RFP No: SRS/F. 8155

**PROCUREMENT FOR ASSEMBLYING A LIGHT TRAIN SET WITH THREE
COACHES LOCALLY FOR SRI LANKA RAILWAYS**

**NATIONAL COMPETITIVE BIDDING DOCUMENT
TWO STAGES / TWO ENVELOPE BIDDING**

This document covers a two stage process following the Initial Selection of Proposers. The Instructions to Proposers (ITPs) describe the provisions that apply to both stages. The stages are:

Stage 1: Request for First Stage Proposals (Technical) (single envelope).

Stage 2: Request for Second Stage Proposals (Technical and Financial) (two envelope).

VOLUME I

SECTION – I	INSTRUCTIONS TO PROPOSERS (ITP)
SECTION – VI	CONDITIONS OF CONTRACT (CC)
SECTION – VIII	CONTRACT FORMS

VOLUME 2

SECTION – II	PROPOSAL DATA SHEET (PDS)
SECTION – III	EVALUATION AND QUALIFICATION CRITERIA
SECTION – IV	BIDDING FORMS
SECTION – V	SCHEDULE OF REQUIREMENTS
SECTION – VII	CONTRACT DATA
REQUEST FOR PROPOSAL (RFP)	

HIGH LEVEL PROCUREMENT COMMITTEE
MINISTRY OF TRANSPORT, HIGHWAYS & URBAN DEVELOPMENT,
LEVEL 07, SETHSIRIPAYA STAGE II
BATTARAMULLA

Section I - Instructions to Proposers

A. GENERAL

- 1. Scope of Proposal**
- 1.1 The Purchaser, as specified in the PDS, issues this Request for Proposals (RFP) Document for the Design and build of the Works as specified in Section VII, Purchaser's Requirements. The name, identification and number of lots (contracts) of this RFP are specified **in the PDS**.
- 1.2 Unless otherwise stated, throughout this RFP Document definitions and interpretations shall be as prescribed in the Section VIII, General Conditions.
- 1.3 Throughout this RFP Document:
- (a) the term **"in writing"** means communicated in written form (e.g. by mail, e-mail, fax, including if specified **in the PDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;
 - (b) if the context so requires, **"singular"** means **"plural"** and vice versa;
 - (c) **"Day"** means calendar day, unless otherwise specified as **"Business Day"**. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays;
 - (d) **"Works"** refers to Works, subject of this request for proposals document, to be executed on design and build contracting arrangement;
- 2. Source of Funds**
- 2.1 Payments under this contract will be financed by the source specified in the PDS.
- 3. Fraud and Corruption**
- 3.1 The attention of the Proposers is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:
- Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
- Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/Contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
- 3.2 The Purchaser requires the Proposers, Suppliers, Contractors, and Consultants to observe the highest standard of ethics

during the procurement and execution of such Contract

In pursuit of this policy:

- (a) “Corrupt Practice” means the offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (b) “Fraudulent Practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c) “Collusive Practice” means a scheme or arrangement between two or more Proposers, with or without the knowledge of the Purchaser to establish bid prices at artificial, non-competitive levels; and
- (d) “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

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

4. Eligible Proposers

4.1 A Proposer may be a firm that is a private entity, a state-owned enterprise or institution or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the RFP process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the **PDS**, there is no limit on the number of members in a JV. All proposers shall possess legal rights to supply the Goods under this contract.

4.2 A Proposer shall not have a conflict of interest. Any Proposer found to have a conflict of interest shall be disqualified. A Proposer may be considered to have a conflict of interest for the purpose of this RFP process, if the Proposer:

- (a) directly or indirectly controls, is controlled by or is under common control with another Proposer; or
- (b) receives or has received any direct or indirect subsidy

from another Proposer; or

- (c) has the same legal representative as another Proposer; or
- (d) has a relationship with another Proposer, directly or through common third parties, that puts it in a position to influence the Proposal of another Proposer, or influence the decisions of the Purchaser regarding this RFP process; or
- (e) any of its affiliates participates as a consultant in the preparation of the Purchaser's Requirements for the Works that are the subject of the Proposal; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower as the Engineer for the Contract implementation; or
- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **PDS ITP 1.1** that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the RFP Document or specifications of the Contract, and/or the Proposal evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Purchaser throughout the RFP process and execution of the Contract.

4.3 A firm that is a Proposer (either individually or as a JV member) shall not participate in more than one Proposal, except for permitted alternative Proposals. This includes participation as a subcontractor in other Proposals. Such participation shall result in the disqualification of all Proposals in which the firm is involved. A firm that is not an individual Proposer or a JV member in a Proposal may participate as a subcontractor in more than one Proposal.

4.4 Proposers that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Purchaser, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.

4.5 A Proposer shall not be under suspension from submitting

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- proposals by the Purchaser as the result of the operation of a Proposal Securing Declaration or Proposal-Securing Declaration.
- 4.6 A Proposer shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.7 A Proposer that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of Proposals or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, www.npa.gov.lk.
- 4.8 Foreign proposer may submit a proposal only if so stated in the **PDS**
- 5. Eligible Materials, Equipment, and Services**
- 5.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied with other internationally accepted standards.

B. CONTENTS OF RFP DOCUMENT

- 6. Sections of RFP Document**
- 6.1 The RFP 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.

Volume 1

- Section I. Instructions to Proposers (ITP)
- Section VI. Conditions of Contract (CC)
- Section VIII. Contract Forms

Volume 2

- Section II. Proposal Data Sheet (PDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Proposal Forms
- Section V. Schedule of Requirements
- Section VII. Contract Data
- Request for Proposal (RFP)

- 6.2 The Specific Procurement Notice, Notice of Request for

		Proposals (RFP) issued by the Purchaser, is not part of this RFP Document.
	6.3	The Proposer is expected to examine all instructions, forms, terms, and specifications in the RFP Document and to furnish with its Proposal all information or documentation as is required by the RFP Document.
7. Clarification of RFP Document, Site Visit, Pre-Proposal Meeting	7.1	A Proposer requiring any clarification of the RFP Document shall contact the Purchaser in writing at the Purchaser's address specified in the PDS or raise its enquiries during the pre-Proposal meeting if provided for in accordance with ITP 7.4 . The Purchaser will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Proposals within a period specified in the PDS . The Purchaser shall forward copies of its response to all Proposers who have acquired the RFP Document in accordance with ITP 6.3 , including a description of the inquiry but without identifying its source. If so specified in the PDS , the Purchaser shall also promptly publish its response at the web page identified in the PDS . Should the Purchaser deem it necessary to amend the RFP Document as a result of a request for clarification, it shall do so following the procedure under ITP 8 and ITP 27.1 .
	7.2	The Proposer is advised to visit and examine the Site of the Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Proposal and entering into a contract. The costs of visiting the site shall be at the Proposer's own expense.
	7.3	The Proposer and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Proposer, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
	7.4	The Proposer's designated representative is invited to attend a pre-Proposal meeting and/or a site visit, if provided for in the PDS . The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Nonattendance at the pre-Proposal meeting will not be a cause for disqualification of a Proposer.
	7.5	The Proposer is requested to submit any questions in writing, to reach the Purchaser not later than one week before the meeting.
	7.6	Minutes of the pre-Proposal meeting, including the text of the

questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Proposers who have acquired the RFP Document in accordance with **ITP 6.3**. Any modification to the RFP Document that may become necessary as a result of the pre-Proposal meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to **ITP 8** and not through the minutes of the pre-Proposal meeting.

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| 8. Amendment of RFP Document | <p>8.1 At any time prior to the deadline for submission of Proposals, the Purchaser may amend the RFP Document by issuing addenda.</p> <p>8.2 Any addendum issued shall be part of the RFP Document and shall be communicated in writing to all who have obtained the RFP Document from the Purchaser in accordance with ITP 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITP 7.1.</p> <p>8.3 To give prospective Proposers reasonable time in which to take an addendum into account in preparing their Proposals, the Purchaser may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITP 19.2 and ITP 36.2.</p> |
| 9. Cost of Proposals | <p>9.1 The Proposer shall bear all costs associated with the preparation and submission of its Proposal, and the Purchaser will in no case be responsible or liable for those costs.</p> |
| 10. Contacting the Purchaser | <p>10.1 From the time of Proposal opening to the time of Contract award, if any Proposer wishes to contact the Purchaser on any matter related to the Proposal, it should do so in writing.</p> <p>10.2 If a Proposer tries to directly influence the Purchaser or otherwise interfere in the Proposal evaluation process and the Contract award decision, its Proposal may be rejected.</p> |
| 11. Language of Proposals | <p>11.1 The RFP, as well as all correspondence and documents relating to the RFP (including supporting documents and printed literature) exchanged by the Proposer and the Purchaser, shall be written in English language.</p> |

C. PREPARATION OF FIRST STAGE TECHNICAL PROPOSALS

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| 12. Documents Comprising the Proposal | <p>12.1 The First Stage technical proposal submitted by the Proposer shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of First Stage Proposal; (b) alternative technical proposals in accordance with ITP 13; (c) written confirmation authorizing the signatory of the Proposal to commit the Proposer, in accordance with ITP 17.2; |
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- (d) documentary evidence that the proposer continues to be eligible and qualified to perform the contract if its Proposal is accepted;
 - (e) method statement, equipment, personnel, and any other information as stipulated in Section IV, Proposal Forms;
 - (f) documentary evidence in accordance with **ITP 15** that the Works offered by the Proposer conform to the RFP Document;
 - (g) Proposers shall give details of all departures in their First Stage Technical- Proposal with respect to the contractual terms and conditions and/or to the required technical features specified in the performance and/or functional requirements, that they would like the Purchaser to consider during the evaluation of First Stage Technical Proposals and any Clarification Meeting(s) with the Proposer, pursuant to **ITP 23** through **ITP 26**;
 - (h) in the case of a technical proposal submitted by a JV, JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners;
 - (i) list of subcontractors, in accordance with ITP 15.4; and
 - (j) any other document required in the PDS.
- 13. Alternative Technical Proposals**
- 13.1 Proposers shall note that they are permitted to propose technical alternatives with their First Stage technical proposals in addition to or in lieu of the requirements specified in the RFP Documents, provided they can document that the proposed technical alternatives are to the benefit of the Purchaser, that they fulfill the principal objectives of the contract, and that they meet the basic performance and technical criteria specified in the RFP Documents.
- 13.2 Any alternative technical proposal submitted by Proposers as part of their First Stage technical proposal will be the subject of clarification with the Proposer, pursuant to **ITP 26**.
- 14. Documents Establishing the Qualification of the Proposer**
- 14.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Proposer continues to meet the qualification criteria used at the time of Initial Selection, the Proposer shall provide updated information on any assessed aspect that changed from that time.
- 14.2 If a margin of preference applies in accordance with ITP 50.1, domestic Proposers, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITP 50.1.
- 14.3 Any change in the structure or formation of a Proposer after being initially selected and invited to submit First Stage Proposals (including, in the case of a JV, any change in the structure or formation of any member and any change in any Specialized

Subcontractor) shall be subject to the written approval of the Purchaser prior to the deadline for submission of First Stage Proposals. Such approval shall be denied if (i) a Proposer proposes to associate with a disqualified Proposer or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Proposer no longer substantially meets the qualification criteria set forth in the Initial Selection Documents; (iii) no longer continues to be in the list of Initially Selected Proposers as a result of the Purchaser's re-evaluation of the Application in accordance with criteria specified in the Initial Selection Documents; or (iv) in the opinion of the Purchaser, the change may result in a substantial reduction in competition. Any such change should be submitted to the Purchaser not later than fourteen (14) days after the Notice of Request for Proposals for the First Stage.

15. Documents Establishing Conformity of the Works

- 15.1 Pursuant to **ITP 12.1 (e)**, the Proposer shall furnish, as part of its Proposal documents establishing the conformity to the RFP Documents of the Works that the Proposer proposes to design, and build under the Contract.
- 15.2 The documentary evidence of the conformity of the Works with the RFP documents may be in the form of literature, drawings and data, and shall include:
- (a) the documents specified in Section IV (Proposal Forms) - Technical Proposal
 - (b) detailed description of the essential technical and functional/performance characteristics of the proposed Works, in response to the Purchaser's Requirements
 - (c) adequate evidence demonstrating the substantial responsiveness of the Works to the Purchaser's Requirements. Proposers shall note that standards for workmanship, materials and equipment designated by the Purchaser in the RFP Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Proposer may substitute alternative standards, in its technical proposal, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Performance / Functional requirements specified by the Purchaser.
- 15.3 For their Second Stage Combined Technical and Financial Proposals, the invited Proposers are expected to offer the same technical proposal as in the First Stage, unless changes are explicitly permitted or required in the Proposer-specific memorandum entitled "Changes Required Pursuant to First Stage Evaluation" pursuant to **ITP 26.7**, or are implied or triggered by Addenda to the RFP Documents issued in the Second Stage. Proposers that deviate from their First Stage Technical Proposals

without specific endorsement by their memorandum or without a reason clearly established by Addenda issued in the Second Stage, place their Proposal at risk of being rejected.

15.4 The Proposer shall be responsible for ensuring that any proposed subcontractor complies with the requirements of **ITP 4**, and that any Works to be provided by the subcontractor comply with the requirements of **ITP 5** and **ITP 15.1**. The Proposer shall submit its Code of Conduct that meets the requirements set out in Section IV – Proposal Forms.

16. First Stage Technical-Proposal Submission Form

16.1 The Proposer shall complete the Letter of First Stage Proposal furnished in the Proposal Forms (Section IV) in the manner and detail indicated in this section and submit this form with the Proposal.

17. Format and Signing of First Stage Proposal

17.1 The Proposer shall prepare one original of the documents comprising the Proposal as described in ITP 12 and clearly marked it as “FIRST STAGE TECHNICAL PROPOSAL – ORIGINAL”. In addition the Proposer shall submit a copy of the Proposal and clearly marked it as “FIRST STAGE TECHNICAL PROPOSAL – COPY”. In the event of any discrepancy between the original and any copy, the original shall govern.

17.2 The original and all copies of the Proposal shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Proposer.

17.3 The Proposal shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Proposer, in which case such corrections shall be initialed by the person or persons signing the Proposal.

17.4 Signing and submission of a First Stage Technical Proposal shall not bind or obligate the Proposer to submit a Second Stage Combined Technical and Financial Proposal.

D. SUBMISSION OF FIRST STAGE TECHNICAL PROPOSALS

18. Sealing and Marking of First Stage Technical Proposal

18.1 The Proposer shall seal the original First Stage Technical Proposal and the copy of the Proposal in separate envelopes, each containing the documents specified in **ITP 12**, and shall mark the envelopes as “First Stage Technical Proposal – Original,” and “First Stage Technical Proposal – Copy” all duly marked as required in **ITP 17.1**. The envelopes shall be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

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- (a) bear the name and address of the Proposer;
 - (b) be addressed to the Purchaser, at the address given **in the PDS for ITP 19.1**; and
 - (c) bear the Contract(s) name, the Invitation for Proposals (RFP) title and number, as specified **in the PDS for ITP 1.1**, and the statement “First Stage Technical Proposal – Do Not Open Before [time and date],” to be completed with the time and date specified **in the PDS for ITP 19.1**.
- 18.3 If the outer envelope is not sealed and marked as required by **ITP 18.1** and **ITP 18.2**, the Purchaser will assume no responsibility for the Proposal’s misplacement or premature opening.
- 19. Deadline for Submission of First Stage Technical-Proposals**
- 19.1 First Stage Technical Proposals must be received by the Purchaser at the address specified, and no later than the time and date specified, **in the PDS**. Proposers have the option of submitting their Proposals electronically if specified **in the PDS**.
- 19.2 The Purchaser may, at its discretion, extend the deadline for submission of Proposals by amending the RFP Documents in accordance with **ITP 8.3**, in which case all rights and obligations of the Purchaser and Proposers will thereafter be subject to the deadline as extended.
- 20. Late Proposals**
- 20.1 The Purchaser shall not consider any Proposal that arrives after the deadline for submission of Proposals, in accordance with **ITP 19**. Any Proposal received by the Purchaser after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.
- 21. Withdrawal, Substitution, and Modification of Proposals**
- 21.1 A Proposer may withdraw, substitute, or modify its Proposal after it has been submitted, and before the deadline for submission of proposals, by sending a written notice, duly signed by an authorized representative, including a copy of the authorization in accordance with **ITP 17.2**, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with **ITP 17** and **ITP 18** (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “First Stage Proposal - Withdrawal,” “First Stage Proposal - Substitution,” “First Stage Proposal - Modification;” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of Proposals, in accordance with **ITP 19**.

E. OPENING AND EVALUATION OF FIRST STAGE TECHNICAL PROPOSALS

- 22. Opening of First Stage Technical Proposals by Purchaser**
- 22.1 Except as in the cases specified in **ITP 20** and **ITP 21**, the Purchaser shall conduct the Proposal opening in public, in the presence of Proposers` designated representatives and anyone who chooses to attend, and at the address, date and time specified **in the PDS**. Any specific electronic Proposal opening procedures, if permitted, shall be as specified **in the PDS**.
- 22.2 First, the written notice of withdrawal in the envelopes marked “First Stage Proposal - Withdrawal” shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Proposer. No Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Proposal opening.
- 22.3 Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding First Stage Technical Proposal being substituted, and the substituted Proposal shall not be opened, but returned to the Proposer. No Proposal substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Proposal opening.
- 22.4 Envelopes marked “Modification” shall be opened and read out with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening.
- 22.5 Next, all remaining envelopes shall be opened one at a time, reading out the names of all Proposers and other such details as the Purchaser, at its discretion, may consider appropriate and recorded in the minutes of the First Stage Technical Proposal opening. The Purchaser will promptly convey these minutes in writing to all Proposers that met the deadline for submitting Proposals.
- 22.6 Only Proposals that are opened and read out at Proposal opening shall be considered further. The Purchaser shall neither discuss the merits of any Proposal nor reject any Proposal (except for late Proposals, in accordance with **ITP 20.1**).
- 23. Determination of Responsiveness of First Stage Technical Proposals**
- 23.1 The Purchaser will examine the First Stage Technical Proposals, including any alternatives submitted by Proposers, to determine whether they are complete, have been properly signed, and are generally in order.
- 23.2 The Purchaser will also determine if the Proposals contain departures from the requirements of the RFP Documents (e.g.,

documentary evidence, responsiveness of the technical proposal) in such numbers or of such nature that the Proposal cannot reasonably be expected to become responsive within the framework of the two-stage process. In this case, the Purchaser, at its discretion, may exclude the Proposal from further consideration and not issue a Request for Proposals - Second Stage to this Proposer. For all other Proposals, the Purchaser, through the detailed First Stage Technical Proposal evaluation process, will identify and communicate to the Proposers, pursuant to **ITP 26**, all those areas for which their Proposals depart from the requirements

24. Technical Evaluation of First Stage Technical Proposals

24.1 The Purchaser will carry out a detailed technical evaluation of each First Stage Technical Proposal that was determined to be responsive in accordance with to **ITP 23**, in order to determine whether the technical aspects of the Proposal are responsive to the requirements set forth in the RFP Documents. In order to reach such a determination, the Purchaser will examine the information supplied by the Proposers, pursuant to **ITP 12** to **ITP 15**, and in response to other requirements in the RFP Documents, taking into account the following factors:

- (a) overall completeness and compliance with the Purchaser Requirements, the technical merits of any alternatives offered, conformity of the Works with specified functional/ performance requirements in the request for proposals document;
- (b) quality of the technical proposal including, as appropriate, the design methodology, method statement, construction management strategy, organization, resources allocation and risk assessment;
- (c) compliance with the time schedule called for by the Implementation Schedule and any alternative time schedules offered by Proposers, as evidenced by a milestone schedule provided in the Technical Proposal;
- (d) any proposed deviations in the Proposal to the contractual provisions stipulated in the RFP Documents;
- (e) suitability of the Proposer's Code of Conduct; and
- (f) any other relevant technical factors that the Purchaser deems necessary or prudent to take into consideration as specified in Section III- Evaluation and Qualification Criteria.

24.2 The Purchaser will also review complete alternative technical proposals, if any, offered by the Proposer, pursuant to **ITP 13**, to determine whether such alternatives may constitute an acceptable basis for a Second Stage Proposal to be submitted on its own

merits.

- 25. Evaluation of Proposer's Qualification**
- 25.1 The Purchaser shall ascertain to its satisfaction that, on the basis of updated documentary evidence submitted in accordance with **ITP 12.1 (d)**, and Section III- Evaluation and Qualification Criteria the Proposer continues to be qualified to satisfactorily perform the Contract. If there are issues with the continued qualification of the proposer, the Purchaser may explore ways to address the issues with the Proposer during clarification meeting(s) pursuant to **ITP 26**.
- 26. Clarification of First Stage Technical Proposals and Review of Proposers' Proposed Deviations and Alternative Solutions**
- 26.1 The Purchaser may conduct clarification Meeting/Meetings with each responsive proposer to clarify aspects of the First Stage Technical Proposals that require explanation and to review any Proposer's proposed alternative solutions or reservations to the commercial or contractual provisions of the RFP Documents. The purpose of the meetings shall be broad enough to permit discovery and clarification of technical aspects as well as commercial terms and conditions. Such a meeting shall review suitability of the proposed solutions.
- 26.2 During the discovery and clarification meetings, the Purchaser will be able to engage in a process to refine its requirements and identify appropriate changes to the technical and commercial terms. The Proposer may also bring to the Purchaser's attention any changes it would like to make to its First Stage Technical proposal in the Second Stage Combined Technical and Financial Proposal.
- 26.3 There is no obligation upon the Proposer to attend a Clarification Meeting. If the Proposer is unable, or declines, to attend a Clarification Meeting, the Purchaser will undertake a reasonable effort to achieve the required clarification by correspondence with the Proposer or by other means such as audio or video conference as may be available. Any reduction in the scope for obtaining complete clarification of a First Stage Technical Proposal due to having to use these alternative methods is at the Proposer's risk of its Proposal being rejected.
- 26.4 The Purchaser will advise the Proposer, pursuant to **ITP 12.1 (f)**, of any deviations the Proposer made or proposed in the First Stage Technical Proposal that the Purchaser finds:
- (a) unacceptable and that must be withdrawn in the Second Stage Combined Technical and Financial Proposal;
 - (b) acceptable and that will be incorporated into the RFP Documents by way of an Addendum that shall be sent to all Proposers invited to submit a Second Stage Proposal.
- If any deviation is waived for a proposer, the Purchaser will ensure that this deviation is also waived for all other Proposers,

as applicable.

- 26.5 Each Clarification Meeting must be attended by a person or persons that, through a written power of attorney, is/are duly authorized to represent Proposer in the discussions and to reach agreement with the Purchaser on the specific changes in the Proposer's First Stage Technical Proposal that are required if the Proposer is to submit a Second Stage Technical and Financial Proposal. The Purchaser will not be responsible for any costs incurred by the Proposer's party for and in attending the Clarification Meeting(s). An invitation for, and attendance at, Clarification Meetings does not necessarily imply that the Proposer will be invited for the second stage. However, if Clarification Meetings are held, all Proposers that have been determined to be responsive in accordance with **ITP 23.2** will be offered the opportunity of such a meeting, even if their Proposals, in the Purchaser's opinion, do not require face to face clarification.
- 26.6 Neither the Proposer-specific memorandum pursuant to **ITP 26.7**, nor any minutes written of the Clarification Meeting(s) or any correspondence exchanged between a specific Proposer and the Purchaser, will be shared with other Proposers. Except for the memorandum, no requirements upon the Proposer's Second Stage Combined Technical and Financial Proposal will be implied from any additional Proposer-specific minutes of meetings or correspondence. However, Purchaser and Proposer might use these documents, as appropriate, as clarification information in the second stage of Proposal preparation or evaluation, respectively.
- 26.7 At the end of the clarification process, the Purchaser will prepare a Proposer-specific memorandum entitled "Changes Required Pursuant to First Stage Evaluation" and conveyed this to the relevant Proposer as part of the Invitation for Proposals – Second Stage Combined Technical and Financial Proposal. The Purchaser will record in each Proposer-specific memorandum:
- (a) all changes to the First Stage Technical Proposal and further elaborations required in the Second Stage Combined Technical and Financial Proposal;
 - (b) list any deviations pursuant to **ITP 12.1 (f)** and **ITP 26.4** which are unacceptable to the Purchaser and which the Proposer must withdraw in the Second Stage Combined Technical and Financial Proposal;
 - (c) any Subcontractors which the Proposer must change, including justification for the change; and
 - (d) if there is no requirement for any Proposer-specific changes for a Proposer, the Request for Proposals - Second Stage will state so.

F. INVITATION TO SECOND STAGE COMBINED TECHNICAL AND FINANCIAL PROPOSALS

27. Invitation to Submit Second Stage Combined Technical and Financial Proposals

- 27.1 Having concluded the First Stage Technical evaluation (including any Clarification Meetings), the Purchaser:
- (a) may issue an Addendum to the RFP Documents amending, among others, **PDS**, the PCC, and the Technical Requirements with the objective of improving competition without compromising the essential performance and functional requirements (e.g., acceptable deviations brought to the Purchaser's attention by one or more Proposers; sharpened formulation of certain Technical Requirements; adjustments to the Implementation Schedule; etc.);
 - (b) will either:
 - (i) invite the Proposer to submit Second Stage Technical and Financial Proposal, with an updated technical Proposal (reflecting the Proposer-specific memorandum entitled "Changes Required Pursuant to First Stage Technical Evaluation" and/or in Addenda to the RFP Documents) and a corresponding financial Proposal, or
 - (ii) notify the Proposer that its Proposal has been rejected on the grounds of being non-responsive, or that the Proposer does not continue to meet the minimum qualification requirements set forth in the Initial Selection Document and in Section III-Evaluation and Qualification Criteria.
- 27.2 Proposers invited to submit Second Stage Technical and Financial Proposals are required to promptly acknowledge to the Purchaser the receipt of the Invitation for Proposals -- Second Stage Technical and Financial Proposal and the attachments, if any, listed in it.
- 27.3 The deadline and address for the submission of Second Stage Technical and Financial Proposals will be specified in the Invitation for Proposals – Second Stage Technical and Financial Proposal. Similarly, required Proposal-securing Declaration or the amount of the required Proposal Security will also be communicated in the same Invitation.
- 27.4 Proposers are not allowed to form a Joint Venture with other Proposers, nor change the partner(s) or structure of the Joint Venture without the Purchaser's approval.

G. PREPARATION OF SECOND STAGE TECHNICAL AND FINANCIAL PROPOSALS

28. Documents Comprising the Second Stage Technical and Financial Proposal

- 28.1 The Proposal shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes. One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part.
- 28.2 The Technical Part shall comprise the following:
- (a) **Letter of Proposal:** Second Stage - Technical Part, in accordance to **ITP 29.1**;
 - (b) **Security:** Proposal Security or Proposal-Securing declaration, in accordance with **ITP 32**;
 - (c) **Authorization:** written confirmation authorizing the signatory of the Proposal to commit the Proposer, in accordance with **ITP 34.2**;
 - (d) the updated First Stage technical proposal, comprising any modifications required to the first stage technical proposal as recorded in the Memorandum entitled “Changes Required Pursuant to First Stage Evaluation”;
 - (e) documentary evidence regarding any changes that may have occurred between the time of submitting the First and Second Stage Proposals that have any material effect on the Proposer’s eligibility and qualifications to perform the Contract;
 - (f) documentary evidence establishing that any additional or varied Works in accordance with the requirements of the Memorandum entitled “Changes Required Pursuant to First Stage Evaluation”, are technically acceptable. The documentary evidence of the conformity of the Works to the requirements of the Memorandum entitled “Changes Required Pursuant to First Stage Evaluation” may be in the form of literature, drawings and data;
 - (g) If the Proposer proposes to engage any Subcontractors additional to or different from those named in its First Stage technical proposal for major items of the Works, the Proposer shall give details of the name of the proposed Subcontractors for each of those items. In addition, the Proposer shall include in its Proposal information establishing compliance with the requirements specified by the Purchaser for these items; and
 - (h) other documentation and information which may be

specified in the **PDS**.

28.3 The First Stage Proposal on which the Second Stage Proposal is based, while not having to be resubmitted, remains an implied, integral part of the Second Stage Proposal. The Proposal validity period pursuant to **ITP 33** will include any parts or provisions of the First Stage Proposal as referenced, assumed or implied by the Second Stage Proposal.

28.4 The Financial Part shall comprise the following:

- (a) **Letter of Proposal** – Second Stage - Financial Part: prepared in accordance with **ITP 29**;
- (b) **Price Schedules**: completed prepared in accordance with **ITP 30** and **ITP 31**;
- (c) **Financial Disclosure**: The Proposer shall furnish in the Letter of Proposal information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Proposal; and
- (d) **Other**: any other document required in the **PDS**.

29. Letter of Proposal, and Schedules

29.1 The Proposer shall complete the Letter of Proposal Second Stage – Technical Part and Letter of Proposal Second Stage - Financial Part using the relevant forms furnished in Section IV, Proposal Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under **ITP 17.3**. All blank spaces shall be filled in with the information requested.

30. Proposal Prices

30.1 Unless otherwise **specified in the PDS**, Proposers shall quote for the entire Works on a “single responsibility” basis such that the total lump sum Proposal price, subject to any adjustments, in accordance with the Contract, covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the RFP Document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction and completion of the Works. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning (as applicable) of the Works and, where so required by the RFP Document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the RFP Document, all in accordance with the requirements of the General Conditions.

30.2 Proposers shall give a breakdown of the prices in the manner and detail called for in the Schedule of Priced Activities and Sub-

activities included in Section IV, Proposal Forms with further breakdown prices for sub activities, as appropriate. The total of the prices of the items in the Schedule of Priced Activities is the Proposer's offer to complete the works on a "single responsibility" basis. The cost of any items that the Proposer may have omitted is deemed to be included in the Schedule of Priced Activities and Sub-activities and will not be paid for separately by the Purchaser.

30.3 The prices shall be either fixed or adjustable as specified **in the PDS**.

30.4 In the case of **Fixed Price**, prices quoted by the Proposer shall be fixed during the Proposer's performance of the contract and not subject to variation on any account. A Proposal submitted with an adjustable price quotation will be treated as non-responsive and rejected.

30.5 In the case of **Adjustable Price**, prices quoted by the Proposer shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and Contractor's equipment in accordance with the procedures specified in the corresponding Schedule of Cost Indexation. A Proposal submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Proposers are required to indicate the source of labor and material indices in the corresponding Form in Section IV, Proposal Forms.

30.6 If so indicated in **ITP 1.1**, Proposals are being invited for individual lots (contracts) or for any combination of lots (packages). Proposers wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Proposal the price reductions applicable to each package, or alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply. **However, discounts for the award of more than one contract will not be considered for proposal evaluation purpose.**

30.7 Proposers wishing to offer any unconditional discount shall specify in their Letter of Proposal the offered discounts and the manner in which price discounts will apply.

31. Proposal Currencies

31.1 The currency (ies) of the Proposal and the currency (ies) of payments shall be the same and shall be as specified in the **PDS**.

32. Securing the Proposal

32.1 The Proposer shall furnish as part of its Proposal, either a Proposal-Securing Declaration or a Proposal Security as specified **in the PDS**, in original form and, in the case of a Proposal Security, in the amount and currency specified **in the**

- 32.2 A Proposal-Securing Declaration shall use the form included in Section IV, Proposal Forms.
- 32.3 If a Proposal Security is specified pursuant to **ITP 32.1**, the Proposal security shall be a demand guarantee in any of the following forms at the Proposer's option in Sri Lankan rupees, and shall:
- (a) be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
 - (b) be issued by a institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, www.npa.gov.lk.
 - (c) be substantially in accordance with the form included in Section IV, RFP Forms
 - (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITP 32.7 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
- 32.4 In the case of a bank guarantee, the Proposal Security shall be submitted either using the Proposal Security Form included in Section IV, Proposal Forms or in another substantially similar format approved by the Purchaser prior to Proposal submission. In either case, the form must include the complete name of the Proposer. The Proposal Security shall be valid for twenty-eight days (28) beyond the original date of expiry of the Proposal validity unless specified in **PDS**, or beyond any extended date if requested under **ITP 33.2**.
- 32.5 If a Proposal Security or a Proposal-Securing Declaration is specified pursuant to **ITP 32.1**, any Proposal not accompanied by a substantially responsive Proposal Security or Proposal-Securing Declaration shall be rejected by the Purchaser as non-responsive.
- 32.6 If a Proposal Security is specified in accordance with ITP 32.1, the Proposal Security of the Proposers shall be returned as promptly as possible once the successful Proposer has signed the Contract, furnished the required Performance Security,
- 32.7 The Proposal Security may be forfeited:
- (a) if a Proposer withdraws its Proposal prior to the expiry date of the Proposal validity specified by the Proposer on the Letter of Proposal or any extended date provided by the Proposer; or

(b) if the successful Proposer fails to:

- (i) sign the Contract in accordance with **ITP 60**; or
- (ii) furnish a Performance Security and if required in the PDS, the Environmental and Social (ES) Performance Security., in accordance with ITP 61.

32.8 The Proposal Security or the Proposal-Securing Declaration of a JV shall be in the name of the JV that submits the Proposal. If the JV has not been legally constituted into a legally enforceable JV at the time of submission of Proposals, the Proposal Security or the Proposal-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in **ITP 4.1**.

**33. Period of
Validity of
Proposals**

33.1 Proposals shall remain valid until the date specified in the Request for Second Stage Proposals or any extended date if amended by the Purchaser in accordance with ITP 8. A Proposal that is not valid until the date specified in the Request for Second Stage Proposals or any extended date if amended by the Purchaser in accordance with ITP 8, shall be rejected by the Purchaser as nonresponsive.

33.2 In exceptional circumstances, prior to the date of expiry of the Proposal validity, the Purchaser may request that the Proposers extend the date of validity until a specified date. The request and the responses to the request shall be made in writing. A Proposer may refuse the request without risking execution of the Proposal-Securing Declaration or forfeiting the Proposal Security. A Proposer agreeing to the request will not be required or permitted to modify its Proposal, but will be required to ensure that the Proposal Security is extended for a correspondingly longer period, pursuant to **ITP 32.4**.

**34. Format and
Signing of
Second Stage
Technical and
Financial
Proposal**

34.1 The Proposer shall prepare an original and the copy of the Proposal, clearly marking each one as: “Stage 2 Proposal – Original” and “Stage 2 Proposal – copy”. In the event of any discrepancy between them, the original shall govern.

34.2 The original and the copy of the Proposal, each consisting of the documents listed in **ITP 28.2**, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Proposer. The authorization must be in writing as **specified in the PDS**, and included in the Proposal pursuant to **ITP 28.2 (c)**. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal where entries or amendments have been made shall be signed or initialed by the person signing the Proposal.

34.3 In case the Proposer is a JV, the Proposal shall be signed by an

authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

- 34.4 The Proposal shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Proposer, in which case such corrections shall be initialed by the person or persons signing the Proposal.
- 34.5 The Proposer shall furnish in the Technical and Financial Proposal Submission Forms (Section IV) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this procurement and to the execution of the Contract should the Proposer be successful.

H. SUBMISSION OF SECOND STAGE TECHNICAL AND FINANCIAL PROPOSALS

- 35. Submission, Sealing and Marking of Proposals**
- 35.1 Unless the **PDS** states that Proposals are to be submitted electronically the following procedures shall apply.
- (a) The Proposer shall deliver the Proposal in two separate, sealed envelopes. One envelope containing the Technical Part and the other the Financial Part. These two envelopes shall be enclosed in a sealed outer envelope and clearly marked "Stage 2 Proposal - Original".
 - (b) In addition, the Proposer shall prepare copy of the Proposal. Copy of the Technical Part shall be placed in a separate sealed envelope marked "Copy: Stage 2 Proposal Technical Part". Copy of the Financial Part shall be placed in a separate sealed envelope marked "Copy: Stage 2 Proposal Financial Part". The Proposer shall place both of these envelopes in a separate, sealed outer envelope marked "Stage 2 Proposal - Copy". In the event of any discrepancy between the original and the copy, the original shall prevail.
- 36. Deadline for Submission of Proposals**
- 36.1 Stage 2 Proposals must be received by the Purchaser at the address and no later than the date and time indicated in the Request for Second Stage Proposals.
- 36.2 The Purchaser may, at its discretion, extend this deadline for submission of Proposals by amending the RFP Documents in accordance with **ITP 8.3**, in which case all rights and obligations of the Purchaser and Proposers will thereafter be subject to the deadline as extended.
- 37. Late Proposals**
- 37.1 Any Proposal received by the Purchaser after the Proposal submission deadline as specified in the Invitation for Proposals –

Second Stage Combined Technical and Financial Proposal, will be rejected and returned unopened to the Proposer.

- 38. Withdrawal, Substitution, and Modification of Stage 2 proposals**
- 38.1 A Proposer may withdraw, substitute, or modify its Proposal after it has been submitted, and before the deadline for submission of proposals, by sending a written notice, duly signed by an authorized representative, including a copy of the authorization in accordance with **ITP 34.2**, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with **ITP 34** and **ITP 35** (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Stage 2 Proposal - Withdrawal”; “Stage 2 Proposal – Substitution (“Technical Part” and/or “Financial Part”)”; “Stage 2 Proposal – Modification (“Technical Part” and/or “Financial Part”);” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of Proposals, in accordance with **ITP 36**.

I. SECOND STAGE: PUBLIC OPENING OF TECHNICAL PARTS

- 39. Public Opening Second Stage of Technical Part**
- 39.1 The Purchaser shall conduct the Second Stage public opening of Technical Parts in the presence of Proposers` designated representatives and anyone who chooses to attend, and at the address, date and time specified in the request to submit Second Stage Proposals. Any specific electronic Proposal opening procedures required if permitted, shall be as specified **in the PDS:**
- (a) first, the written notice of withdrawal in the envelopes marked “Stage 2 Proposal - Withdrawal” shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Proposer. No Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Proposal opening;
 - (b) next, the envelopes marked “Stage 2 Proposal – Substitution-Technical Part” shall be opened and read out and exchanged with the corresponding Proposal being substituted, and the substituted Proposal shall not be opened, but returned to the Proposer. No Proposal substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Proposal opening;
 - (c) next, envelopes marked “Stage 2 Proposal – Modification –

Technical Part” shall be opened and read out with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening. Only Proposals that are opened and read out at Proposal opening shall be considered further;

(d) next, all other envelopes marked “Stage 2 Proposal – Technical Part” shall be opened one at a time. All envelopes marked “Stage 2 Proposal – Financial Part” shall remain sealed, and kept by the Purchaser in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part of the Proposals. On opening the Technical Part envelopes, the Purchaser shall read out: the name of the Proposer and whether there is a modification; the presence or absence of a Proposal security or a Proposal-Securing Declaration; and any other details as the Purchaser may consider appropriate

(e) no Proposal shall be rejected at the public opening except for late Proposals, in accordance with **ITP 37.1**.

39.2 The Purchaser shall prepare a record of the public opening that shall include, as a minimum: the name of the Proposer and whether there is a withdrawal, substitution, or modification. The Proposers’ representatives who are present shall be requested to sign the record. The omission of a Proposer’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Proposers who submitted Proposals in time, and posted online when electronic procurement is permitted.

J. SECOND STAGE: EVALUATION OF TECHNICAL PART

- 40. Confidentiality**
- 40.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Proposers or any other persons not officially concerned with the RFP process until the Notification of evaluation of the Technical Part in accordance with **ITP 44**.
- 40.2 Any effort by a Proposer to influence the Purchaser in the evaluation of the Proposals may result in the rejection of its Proposal.
- 40.3 Notwithstanding **ITP 44**, from the time of Proposal opening to the time of Contract award, if any Proposer wishes to contact the Purchaser on any matter related to the RFP process, it should do so in writing.
- 41. Clarification of Proposals**
- 41.1 To assist in the examination, evaluation, and comparison of the Proposals, and qualification of the Proposers, the Purchaser may,

		at its discretion, ask any Proposer for a clarification of its Proposal. Any clarification submitted by a Proposer that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing.
	41.2	If a Proposer does not provide clarifications of its Proposal by the date and time set in the Purchaser's request for clarification, its Proposal may be rejected.
42. Determination of Responsiveness	42.1	The Purchaser's determination of a Proposal's substantial responsiveness is to be based on the contents of the Proposal itself. For purposes of this determination, a substantially responsive Proposal is one that (a) materially conforms with the First Stage Proposal and/or any alternative components or alternative Proposals which the Purchaser invited the Proposer to offer in its Second Stage Proposal, (b) incorporates the modifications, if any, listed in the Proposer-specific memorandum titled "Changes Required Pursuant to First Stage Evaluation" pursuant to ITP 26.7 , and (c), reflects amendments, if any, to the RFP Documents issued as Addenda together with or subsequent to the Invitation for Proposals -- Second Stage, pursuant to ITP 27.1 .
	42.2	Provided that a Proposal is substantially responsive, the Purchaser may waive any nonmaterial nonconformity in the Proposal.
	42.3	Provided that a Proposal is substantially responsive, the Purchaser may request that the Proposer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal related to documentation requirements.
43. Evaluation of Technical Proposals	43.1	The Purchaser's evaluation of technical proposals will be carried out as specified in Section III, Evaluation and Qualification Criteria.
	43.2	The scores to be given to technical factors and sub factors are specified in the PDS .
44. Notification of evaluation of Technical Parts	44.1	Following the completion of the evaluation of the Technical Parts of Proposals, the Purchaser shall make the following notifications: (a) Notify in writing those Proposers whose Proposals were considered substantially non-responsive to the requirements in the RFP, advising them of the following information: (i) the grounds on which their Technical Part has been considered to be non-responsive; (ii) their envelope marked "Financial Part" will be

returned to them unopened after the completion of the Proposal evaluation process and the signing of the Contract;

- (b) simultaneously, notify in writing those Proposers whose Proposals were considered substantially responsive to the requirements in the RFP, advising them that their Proposal has been evaluated as substantially responsive to the RFP

K. SECOND STAGE: OPENING OF FINANCIAL PARTS

- 45. Public Opening of Financial Parts**
- 45.1 The Financial Parts will be opened in public by the Purchaser in the presence of Proposers, or their designated representatives, and anyone else who chooses to attend. Each envelope marked "Financial Part" shall be inspected to confirm that it has remained sealed and unopened. These envelopes shall then be opened by the Purchaser. The Purchaser shall read out the names of each Proposer, the technical score, the total Proposal prices, per lot (contract) if applicable, including any discounts, the presence or absence of a Proposal Security or Proposal-Securing Declaration, if required and any other details as the Purchaser may consider appropriate. Only discounts read out at the public opening shall be considered for evaluation. The Letter of Proposal - Financial Part and the Price Schedules are to be initialed by representatives of the Purchaser attending the public opening in the manner specified in the **PDS**.
- 45.2 The Purchaser shall prepare a record of the Financial Part of the Proposal opening that shall include, as a minimum:
- (a) the name of the Proposers whose Financial Part was opened;
 - (b) the Proposal prices, per lot (contract) if applicable, including any discounts.
- 45.3 The Proposers whose envelopes marked "Financial Part" have been opened, or their representatives who are present, shall be requested to sign the record. The omission of a Proposer's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Proposers.

L. SECOND STAGE: EVALUATION OF FINANCIAL PART

- 46. Nonmaterial Nonconformities**
- 46.1 Provided that a Proposal is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Proposal Price. To this effect, the Proposal Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Proposers. If the price of the item or component cannot be derived from the price of other substantially responsive Proposers, the Purchaser shall use its

	best estimate.
47. Arithmetic Correction	47.1 The Purchaser shall correct arithmetical errors on the following basis: (a) Schedule of Priced Sub-activities: where there are errors between the total of the amounts given under the column for Sub-activity Price and the amount given under the total for the Sub-activity, the former shall prevail and the latter will be corrected accordingly; (b) Schedule of Priced Activities: where there are errors between the total of the amounts given under the column for the Activity Price and the amount given under the total price of Activities, the former shall prevail and the latter will be corrected accordingly; (c) where there are errors between the total of the amounts in the Schedule of Priced Sub-activities and the corresponding amount in the Schedule of Priced Activities, the former shall prevail and the latter will be corrected accordingly; (d) Grand Summary: where there are errors between the total price of Activities in the Schedule of Priced Activities and the amount given in Grand Summary, the former shall prevail and the latter will be corrected accordingly; and (e) 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) to (d) above. 47.2 A Proposer shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with ITP 47.1 shall result in the rejection of the Proposal.
48. Margin of Preference	48.1 Unless otherwise specified in the PDS, a margin of preference for domestic Proposers shall not apply.
49. Evaluation Process Financial Parts	49.1 To evaluate each Proposal's Financial Part, the Purchaser shall consider the following: (a) the Proposal price, (b) price adjustment for correction of arithmetic errors in accordance with ITP 47.1; (c) price adjustment due to discounts offered in accordance with ITP 30.7; (d) price adjustment due to quantifiable nonmaterial

nonconformities in accordance with ITP 46.1;

- (e) any additional evaluation factors indicated in the **PDS** and detailed in Section III, Evaluation and Qualification Criteria.

49.2 If price adjustment is allowed in accordance with **ITP 30.5**, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Proposal evaluation.

49.3 If this RFP allows Proposers to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the most advantageous proposal using the methodology specified in Section III, Evaluation and Qualification Criteria. **Discounts that are conditional on the award of more than one lot, or slice shall not be considered for proposal evaluation.**

50. Abnormally Low Proposals

50.1 An Abnormally Low Proposal is one where the Proposal price, in combination with other elements of the Proposal, appears so low that it raises material concerns as to the capability of the Proposer to perform the Contract for the offered Proposal Price.

50.2 In the event of identification of a potentially Abnormally Low Proposal, the Purchaser shall seek written clarifications from the Proposer, including detailed price analyses of its Proposal price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the RFP Document.

50.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Proposer has failed to demonstrate its capability to perform the Contract for the offered Proposal Price, the Purchaser shall reject the Proposal.

M. STAGE 2: EVALUATION OF COMBINED TECHNICAL AND FINANCIAL PART

51. Evaluation of Combined Technical and Financial Proposals

51.1 The Purchaser's evaluation of responsive Second Stage Proposals will take into account technical factors, in addition to cost factors in accordance with Section III – Second Stage Evaluation and Qualification Criteria.

52. Most Advantageous Proposal

52.1 The Most Advantageous Proposal is the Proposal of the Proposer that meets the Qualification Criteria, and whose Proposal has

(MAP)	been determined to be: (a) substantially responsive to the RFP; and (b) the best evaluated Proposal i.e. the highest scoring Proposal, in the combined technical and financial evaluation.
53. Negotiations	53.1 If specified in the PDS, the Purchaser may conduct negotiations following the evaluation of Second Stage Proposals and before the final contract award. The procedure of the negotiations will be specified in the PDS. 53.2 Negotiations may address any aspect of the contract so long as they do not change the specified business function and performance requirements. 53.3 The Purchaser may negotiate first with the Proposer that has the Most Advantageous Proposal. If the negotiations are unsuccessful the Purchaser may negotiate with the Proposer that has the next best Most Advantageous Proposal, and so on down the list until a successful negotiated outcome is achieved.
54. Purchaser's Right to Accept Any Proposal, and to Reject Any or All Proposals	54.1 The Purchaser reserves the right to accept or reject any Proposal, and to annul the RFP process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Proposers. In case of annulment, all Proposals submitted and specifically, Proposal securities shall be promptly returned to the Proposers.
55. Standstill Period	55.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITP 59. The Standstill Period commences the day after the date the Purchaser has transmitted to each Proposer (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
56. Notification of Intention to Award	56.1 The Purchaser shall send to each Proposer (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Proposer. The Notification of Intention to Award shall contain, at a minimum, the following information: (a) the name and address of the Proposer submitting the successful Proposal; (b) the Contract price of the successful Proposal; (c) the total combined score of the successful Proposal; (d) the names of all Proposers who submitted Proposals, and

their Proposal prices as readout and as evaluated prices and technical score;

- (e) a statement of the reason(s) the Proposal (of the unsuccessful Proposer to whom the notice is addressed) was unsuccessful;
- (f) the expiry date of the Standstill Period; and
- (g) instructions on how to request a debriefing or submit a complaint during the standstill period;

N. AWARD OF CONTRACT

57. Award Criteria

57.1 Subject to **ITP 54.1**, the Purchaser shall award the Contract to the Proposer with the Most Advantageous Proposal, provided that the Proposer is determined to be eligible and qualified to perform the Contract satisfactorily.

58. Notification of Award

58.1 Prior to the date of expiry of the Proposal validity, and upon expiry of the Standstill Period, specified in **ITP 55.1** or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Proposer, in writing, that its Proposal has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

58.2 Within ten (10) Business days from the transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Purchaser;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Proposers that submitted Proposals, and their Proposal prices as read out at Proposal opening, and as evaluated;
- (d) name of Proposers whose Proposals were rejected and the reasons for their rejection;
- (e) the name of the successful Proposer, the final total contract price, the contract duration and a summary of its scope; and
- (f) Successful Proposer's Beneficial Ownership Disclosure Form, if specified in PDS ITP 64.1.

58.3 The Contract Award Notice shall be published on the Purchaser's website with free access if available, or in at least one newspaper of national circulation in the Purchaser's Country, or in the official

	gazette. The Purchaser shall also publish the contract award notice in UNDB online.
	58.4 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
59. Debriefing by the Purchaser	59.1 On receipt of the Borrower's Notification of Intention to Award referred to in ITP 55, an unsuccessful Proposer has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Proposers whose request is received within this deadline. 59.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Proposers of the extended standstill period. 59.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period. 59.4 Debriefings of unsuccessful Proposers may be done in writing or verbally. The Proposer shall bear their own costs of attending such a debriefing meeting.
60. Signing of Contract	60.1 The Purchaser shall send to the successful Proposer the Letter of Acceptance including the Contract Agreement, and, if specified in the PDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request. 60.2 The successful Proposer shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.
61. Performance Security	61.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Purchaser, the successful Proposer shall furnish the Performance Security, in accordance with the General Conditions, using the Performance Security Forms included in Section VIII, Contract Forms, or another form acceptable to the

Purchaser. If the performance security furnished by the successful Proposer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Proposer to be acceptable to the Purchaser.

- 61.2 Failure of the successful Proposer 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 Proposal security. In that event the Purchaser may award the Contract to the next lowest evaluated Proposer whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Information Copy. Not for Bidding

SECTION II - PROPOSAL DATA SHEET (PDS)

The following specific data for the proposed Works shall complement, supplement, or amend the provisions in the Instructions to Proposers (ITP). Whenever there is a conflict, the provisions herein shall prevail over those in ITP.

ITP Reference	A. General
ITP 1.1	The reference number of the Request for Proposals is: SRS/F.8155 The Purchaser is: Sri Lanka Railways The name of the RFP is: Procurement for Assembling a Light Train Set with three Coaches Locally for Sri Lanka Railways
ITP 2.1	The source of funding is: Consolidated fund -Government of Sri Lanka (GOSL)
ITP 4.1	Add Maximum number of members in JV shall be three (3). The main partner shall be the member who is responsible for majority of the manufacturing activities. Main partner shall be clearly declared indicating nature of the work done. The JV shall have a majority stake (at least 51%) of Sri Lanka ownership.
ITP 4.8	Foreign proposers are not allowed to submit a proposal
B. RFP Document	
ITP 7.1	For Clarification of Proposal purposes only, the Purchaser's address is: Attention: Chairman Address: High Level Procurement Committee Ministry of Transport, Highways & Urban Development Level 07, Sethsiripaya Stage II Battaramulla Sri Lanka Telephone: 011-2187201 Facsimile number: 011-2187224 Electronic mail address: procurement@transport.gov.lk A prospective Proposer 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
ITP 7.1	Clarifications shall be received not less than 2 weeks from the date of

	submission the Stage 1 proposal Responses from the purchaser shall be communicated through mail address given by the proposer.
ITP 7.4	A Pre-Proposal meeting take place at the following date, time and place: Date: 17/06/2026 Time: 10.00 a.m Place: Ministry of Transport, Highways and Urban Development, 7th Floor, Sethsiripaya Stage II, Battaramulla. A site visit conducted by the Purchaser shall be organized.
C. Preparation of Proposals	
ITP 12.1(k)	The Proposer shall submit any other documents - To prove their eligibility - valid relevant ISO certificates or equivalent quality certificates - Full details of rolling stock designer, their past experience, credentials, prototype testing, simulation services to be used for design and manufacturing. - Letter of intent for design eligibility. - Letters of Intent from major system & equipment suppliers such as engine / brake / propulsion / traction / traction machines confirming its capability and willingness to offer their equipment / systems to the proposer - Any patent rights, proprietary designs details authorization from the owner of designs and manufacturers. - Details of technical and non-technical staff workshop facility, equipment available at contractor which is to be used for this project.
ITP 17.2 and ITP 34.2	The written confirmation of authorization to sign on behalf of the Proposer shall be clearly defined
D. Submission of First Stage Technical Proposals	
ITP 19.1	First Stage Technical Proposal shall be submitted to: Attention: The Chairman, Address: High Level Procurement Committee Ministry of Transport, Highways & Urban Development, Level 07, Sethsiripaya Stage II Battaramulla Sri Lanka The deadline for the submission of First Stage Technical Proposal is:

	Date: 01/07/2026 Time: 14.00 hours local time
ITP 19.1, ITP 35.1 and ITP 39.1	Proposers shall not have the option of submitting their Proposals electronically.
ITP 22.1	Deadline for submission for Proposal: Deadline for submission for Proposal: 14.00 hours local time. The First Stage Technical Proposal opening shall take place at: Date: 01/07/2026 Address: The conference room Ministry of Transport, Highways & Urban Development Level 07, Sethsiripaya Stage II Battaramulla Sri Lanka
ITP 27.3	The deadline and address for the submission of second stage technical and financial proposals will be specify in the invitation for proposals-second stage technical and financial proposals.
ITP 28.2 (h)	The Proposer shall submit with its Proposal the following additional documents: - Details of supplies with make country of origin and other technical details. - Full details of rolling stock designer, their past experience, creadentials, prototype testing, simulation services to be used for design and manufacturing. - Letters of Intent from major system & equipment suppliers such as engine / brake / propulsion / traction / traction machines confirming its capability and willingness to offer their equipment / systems to the proposer - Any patent rights, proprietary designs details authorization from the owner of designs and manufacturers. - Details of technical and non-technical staff workshop facility, equipment available at contractor which is to be used for this project. - Detailed design calculation indicating speeds and acceleration at each step of speed controller to satisfactory fulfill the SLR requirement. - Detailed design calculation of service and emergency brake performance at various conditions. - Conceptual drawings and Vogel diagrams indicating basic design features of power car and trailer car.
ITP 28.4 (d)	The Proposer shall submit with its Proposal the following additional documents: Details of local value addition – 25% of the total bid price
ITP 30.3	The prices quoted by the Proposer shall not be subject to adjustment during the performance of the Contract.

ITP 31.1	The currency of Proposal and the payment currency shall be in LKR
ITP 32.1	The second stage Technical Proposal shall be accompanied with a Proposal Security which will be obtain from the local commecial bank approved by central bank of Sri Lanka. Proposal security shall be irrecoverable and unconditional, and shall be encashable upon the first written request by the Procurement entity. The amount of the Proposal Security shall be LKR. 10 Mn.
ITP 32.4	The validity period of the Proposal security shall be valid for twenty-eight (28) days beyond the original date of expiry of the proposal.
ITP 43.2	Not Applicable
ITP 45.1	The Letter of Proposal and Price Schedules shall be initialed by the Proposal Opening Committee appointed by the Purchaser conducting Proposal opening. Each Proposal shall be numbered and any modification to the unit or total price shall be initialed by the Representative of the Purchaser
ITP 48.1	A margin of domestic preference shall not apply.
ITP 49.1 (e)	Local value addition shall be more than 25% from the total Bid value without tax.
ITP 52.1 (b)	Not Applicable
ITP 53.1	Negotiation shall be conducted by the High Level Procurement Committee in accordance to National Procurement Guideline 2024

Section III – Evaluation Criteria

The Purchaser shall evaluate Proposals submitted under the Two-Stage Procurement Procedure in accordance with this Section.

The evaluation shall be conducted in three distinct stages:

- **Stage I – Eligibility on Experience and Technical capacity**
Financial capability
Technical Compliance

Only Proposers are determined to be **substantially responsive** and meet the **minimum qualification requirements** in Stage I shall be invited to submit Stage II

- **Stage II (Technical Part) – Technical Compliance for the modified specification**

Financial proposals of only qualified technical proposals at the Stage II evaluation shall be considered for Stage II (Financial Part) Evaluation

- **Stage II (Financial Part) – Substantially responsive lowest evaluated proposal shall be selected**

Local value addition of 25% from the total Bid value without tax is considered in evaluation as pass and fail basis.

1. Stage I

1.1 Eligibility on Experience and Technical Capacity

Criteria		Compliance Requirement			
	Requirement	Single Entity	Joint Venture		
			All Partners Combined	Each Partner	One Partner
(i)	Proposer shall be a registered company, or a joint venture formally registered in Sri Lanka to carryout design and manufacturing railway, marine or road transportation equipment such as railway wagon or coaches, shipping vessels or mass transit vehicles for roads.	Must meet requirement			Must meet requirement by main partner
(ii)	The Proposer shall have ten (10) year experience in handling & implementation of projects similar or higher capacity successfully with government or any reputed companies. Sufficient details of at least three (3) such projects completed shall be provided with the proposal.	Must meet requirement			Must meet at least 50% by main partner
(iii)	The Proposer shall submit documentary evidence of at least three (3) projects in proof of ability and his capability to substantiate heavy metal fabrications, manufacturing and assembling work of heavy vehicles, marine vessels or rolling stocks in similar nature.	Must meet requirement	Must meet requirement		
(iv)	The proposer shall provide full details of their performance by way of documentary evidences for at least two (2) projects given above, supported with End User	Must meet requirement	Must meet requirement		Must meet at least 50% requirement by main partner

	certificates for successfully completed projects/work.				
(v)	The proposer shall possess a qualified and experienced permanent technical team, including suitably qualified design engineers from relevant disciplines such as mechanical, electrical, electronics, control, manufacturing, and systems engineering, supported by an adequate number of skilled technical and supervisory personnel. Details and qualifications of the staff with other details shall be provided along with the proposal.	Must meet requirement	Must meet requirement		Must meet at least 50% requirement by main partner
(vi)	The proposer shall have certified manufacturing facilities and workshops, equipped with approved machinery, tools, testing equipment, and infrastructure, suitable for the fabrication, assembly and testing of similar heavy engineering products. Address and the details of the facility shall be provided along with the proposal.	Must meet requirement	Must meet requirement		
(vii)	Design of Train: Design should be obtained from proven manufacturer of EMU/DMU/Light Rail Train/Monorail Train/Metro/Subway Or Certified Rolling stock design organization, whose designs are actively in use at the time of proposal submission	Must meet requirement	Must meet requirement		

	or A company which is successfully executed passenger rolling stock (EMU/DMU) design oriented contracts. A letter of intent to offer the design to the proposer along with a letter of confirmation that the furnished design is fully compatible with Sri Lankan Railroad track conditions & parameters should be attached along with above manufacturers/design firms credentials.				
(viii)	Propulsion control system: (i) Propulsion control system for the proposed train sets shall have to be sourced only from the manufacturers who meets below criteria and a letter of intent to be provided along with the proposal. (ii) The manufacturer shall have experience of manufacturing, supplying, testing and commissioning of minimum 50 unit sets of following Propulsion Equipment of EMU/DMU based Train-sets and during the last Ten years ending 30 days prior to deadline for bid submission: (a) IGBT /PLC based traction converter sets, each unit set of rating 200 kVA or more. (b) 3-phase or DC traction motor of rating at least 100 kW for speed 100 kmph or more (each unit set comprising 4 or 6	Must meet requirement	Must meet requirement		

	traction motors). (c) Microprocessor/PLC based Train Control and Monitoring System (TCMS) based on IEC 61375 where TCMS for EMU/DMU based Train-set shall be counted as one unit set. Out of the above supplies, at least 40% of specified quantity related to above (a), (b) and (c) each shall have completed satisfactory revenue operation for three years or more at the 30 days prior to deadline for proposal submission. The sufficient documentary evidences shall have to be submitted to prove conditions stipulated in above (ii)				
(ix)	The proposer shall hold valid and relevant ISO 9000 series certifications or other internationally recognized certifications relevant to rolling stock or heavy engineering manufacturing related to railway marine or road transportation equipment manufacturing.	Must meet requirement		Must meet requirement	

Note :1. EMU/DMU based Train Sets shall mean Electrical/Diesel Multiple Units being used for Commuter/ Regional/ Intercity/Metro/Sub-urban Railways/ High-Speed Railways.

1.2 Eligibility on Financial Capability

Criteria		Compliance Requirement			
	Requirement	Single Entity	Joint Venture		
			All Partners Combined	Each Partner	One Partner
(i)	The proposer shall furnish the details of his / their bank account for more than Six Hundred Million (600 M) Rupees or documentary evidence shall be made available in respect of the way of obtaining working capital which could be utilized for the work of the contract.	Must meet requirement	Must meet requirement	At least 25%	Must meet at least 50% requirement by main partner
(ii)	The proposer must have at least ten (10) years' experiences in heavy metal fabrication, manufacturing or assembling work in Rail, Road, Marine transport sector covering mobile equipment's/Vehicles. At least 3 contracts shall have to be completed within this period for a total value of more than Rs. 1800 Mn including at least one project more than 600 Mn.	Must meet requirement	Must meet requirement	At least 25%	Must meet at least 50% requirement by main partner
(iii)	The proposer shall submit Audited Annual Turnover for the last 5 years and the net worth shall be positive.	Must meet requirement		Must meet requirement	

1.2 Eligibility on Technical Compliance

Description	Comply (Yes / No)	Remarks
Basic Design Concept		
Train formation (MCG-EC-MCG)		
1. OPERATIONAL AND TRACK REQUIREMENTS		
(i) Design Speed shall be 100 km/h		
(ii) Operate on 1,676 mm broad gauge		
(iii) Negotiate minimum horizontal curves of 80 m radius		
(iv) Operate on gradients up to 1 in 44		
(v) Function reliably in tropical, coastal, and high-humidity environments		
(vi) Withstand high rainfall, saline air, elevated ambient temperatures and humidity of 80% to 95%		
(vii) Maintain a maximum axle load not exceeding 16 tons, optimized for lightweight operation on rural tracks		
2.ELECTRICAL SYSTEM		
(i) The standard electrical system voltage shall be 110 V DC, generated by the engine drive alternator and distributed throughout the train using two lines (Positive and Negative)		
(ii) The current rating of cables shall be selected based on the maximum designed train length		
(iii) The battery charging voltage shall be for 110 V DC		
(iv) Although the nominal system voltage is 110 V DC, all electrical components and devices shall operate within accepted range of variation.		
(v) All electrical equipment and components of the train set shall be high quality, tested, and of proven railway service design, capable of		

withstanding over-voltage, under-voltage, short circuits, and electrical surges		
(vi) Electrical installation of coaches shall comply with recognized international railway standards, which shall be clearly specified		
3. CAR BODY AND STRUCTURAL DESIGN		
(i) Lightweight monocoque or semi-monocoque construction with welded under frame		
(ii) Use of corrosion-resistant materials such as Aluminum alloys, stainless steel, and composite panels		
(iii) Modular body sections (roof, sidewalls, floor) to facilitate maintenance and future modifications		
(iv) Aerodynamic front and rear profiles with integrated fairings		
(v) Compliance with crashworthiness and fire safety requirements		
(vi) Roof designed to accommodate HVAC units, ventilation systems, and auxiliary equipment		
(vii) Automatic doors		
4. BOGIES, SUSPENSION, AND RUNNING GEAR		
(i) Each coach mounted on two 2-axle bogies		
(ii) Powered bogies with Bo-Bo axle arrangement on power cars		
(iii) Trailing bogies on trailer car		
(iv) Primary and secondary suspension systems (coil springs, rubber elements, or air suspension)		
(v) Wheel diameter: 850–920 mm		
(vi) Designed for smooth ride quality on uneven rural tracks		
(vii) Corrosion protection suitable for tropical operation		
5. PROPULSION AND TRACTION SYSTEM		

(i) Diesel-electric propulsion system, comprising: a) Diesel engine(s) rated power not less than 250–350 kW b) Engine-driven alternator c) AC-DC-AC d) Axle-mounted AC traction motors (not less than ~75 kW per axle) e) Shall have sufficient excess power for higher acceleration and to operate auxiliary drives.		
(ii) Capability to synchronize two diesel engines and operate the entire train set from a single driver cab		
(iii) Multiple operation - capability to synchronize two train-sets and operate as a single train from a single driver cab		
6. AUXILIARY POWER SYSTEM		
(i) The method of providing the power for Hotel Load (ie. Air conditioning, Lighting, Automatic doors and other auxiliary loads) shall be clearly specified. Anyway, there shall be of atleast 100kVA power for Hotel loads		
7. BRAKING SYSTEM		
(i) Pneumatic Brake		
(ii) Brake system combining: a) Electro-dynamic (regenerative) braking b) Electro-pneumatic clasp-type friction braking		
(iii) Spring-applied, fail-safe parking brake		
(iv) Proven fail-safe systems from recognized manufacturers (substantially equivalent to Knorr-Bremse, Wabtec/Faiveley)		
(v) Designed for gradients, sharp curves, and rural operating conditions		
8. DRIVER CAB AND CONTROL SYSTEMS		
(i) Fully equipped ergonomic driver control desks at two ends of the train-		

set, including: a) Master controller (traction/braking) b) Service and emergency brake controls c) Direction selector d) Speedometer and traction indicators e) Engine, fuel, battery, and system status displays f) Microprocessor/PLC based train control and monitoring system (TCMS)		
(ii) Integrated emergency communication systems (Public address system)		
(iii) Controls for doors, lights, sanders, horn, and auxiliary systems		
(iv) Climate-controlled driver cab with adjustable seating		
9. PASSENGER ACCOMMODATION AND INTERIOR FIT-OUT		
(i) Passenger capacity of approximately 200 passengers (seating capacity)		
(ii) Longitudinal and bench seating arrangement		
(iii) Dedicated areas for luggage, bicycles, and special needs		
(iv) Non-slip, durable flooring		
(v) LED lighting		
(vi) Automatic doors		
(vii) Large panoramic, UV-protected windows		
(viii) Handrails, grab handles, parcel racks, and safety signage		
(ix) Elegant, low-maintenance interior materials		
(x) Guard portion and lookout to be placed at both MCG compartments		
10. AIR CONDITIONING		
(i) Roof-mounted AC units with: a) Cooling capacity shall be sufficient to keep interior at comfortable level even at extreme weather conditions. Rapid		

cooling shall be available to bring the set desirable condition as soon as possible.		
(ii) Compliance with ISO, EN, and ASHRAE railway HVAC standards		
(iii) Noise-controlled and energy-efficient operation		
11. COUPLERS AND INTER-VEHICLE CONNECTIONS		
(i) Semi-permanent couplers fitted at both ends of each coach		
(ii) Integrated electrical, pneumatic, and control interconnections		
(iii) Designed for safe operation, easy maintenance, and operational flexibility		
12. PROTOTYPE DEVELOPMENT, TESTING, AND CERTIFICATION		
(i) Detailed design validation through simulation and analysis		
(ii) Prototype testing of components were necessary.		
(iii) Static and dynamic testing (performance, braking, ride quality)		
(iv) Environmental, vibration, and noise testing		
(v) Emission compliance testing		
(vi) Documentation and certification in accordance with regulatory requirements		
13. MANUFACTURING, COMMISSIONING, AND SUPPORT		
(i) Establishment of production and quality assurance processes		
(ii) Local content maximization where feasible		
(iii) Commissioning, trial runs, and acceptance testing		
(iv) Training for drivers, maintenance staff, and operators		
(v) Provision of technical documentation, spares, and maintenance schedules		

Proposers shall submit his detailed design align to the technical specification under Section V – Schedule of Requirement

Proposals substantially eligible are considered for Technical meetings with the Purchaser.

At the Technical meetings the Stage I Technical Proposal negotiated and scrutinized. The proposers who pass the Technical meeting shall be invited for the Stage II. The Purchaser shall prepare a detailed specification considering the inputs at the Technical meetings and invited the selected proposers at Stage I evaluation to submit their Stage II proposal.

2. Stage II

2.1 Technical Part

The Technical compliance to the detailed specification prepared by the Purchaser is evaluated. (Refer ITP clauses 27)

2.2 Financial Part

Price Proposals of only the technically responsive proposals at Stage II evaluation are opened and evaluated

3. Final Selection

Substantially responsive lowest evaluated proposal is selected and the project is awarded to the respective proposer.

Section IV

Proposal Forms

Proposer Information Form

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

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

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Proposer's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Proposer's Year of Registration: <i>[insert Proposer's year of registration]</i>
5. Proposer's Legal Address in Country of Registration: <i>[insert Proposer's legal address in country of registration]</i>
6. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> ☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITP Sub-Clauses 4.1 and 4.2. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITP Sub-Clause 4.1. ☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITP Sub-Clause 4.4.

Joint Venture Partner Information Form

[The Proposer shall fill in this Form in accordance with the instructions indicated below].

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

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

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> ☐ Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITP Sub-Clauses 4.1 and 4.2. ☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITP Sub-Clause 4.4.

9. Names and addresses of the Independent Inspecting Authorities in country of origin (for approval and selection by Purchaser)

1.
2.
3.

10. Name and address of Air Carrier proposed to be used by supplier:

.....
.....

11. The Proposer shall affirm the following:

I hereby swear that no individual or partner or stockholder or officer or director associated with this Proposal is in any way associated or interested in any other Proposal being submitted for this contract to the Purchaser.

.....
Signature of person authorized to sign

.....
(Name and title of person authorized to sign)

List below the supplementary supporting documentary evidence attached.

.....
.....
.....
.....
.....

Manufacturer's Authorization

[The Proposer shall require the Manufacturers to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturers and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturers. The Proposer shall include it in its bid, if so indicated in the PDS.]

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

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

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Proposer]* to submit a proposal the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Proposer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Letter of First Stage Proposal

Date: [Proposer insert: **date of Proposal**]

RFP: [Purchaser insert: **RFP name and number**]

Contract: [Purchaser insert: **name of Contract**]

To: [Purchaser insert: **name and address of Purchaser**]

Dear Sir or Madam:

Having examined the request for proposal (RFP) document, including Addenda Nos. [Insert **numbers**], the receipt of which is hereby acknowledged, we, the undersigned, offer to _____, in conformity with the RFP document, the following Works:_____.

We confirm that if you invite us to attend a Clarification Meeting(s) for the purpose of reviewing our First Stage Proposal at a place and date of your choice, we will endeavor to attend this/these meeting(s) at our own cost, and will duly note the amendments and additions to, and omissions from, our First Stage Proposal that you may require. We accept that we alone carry any risk for failing to reach clarification of our Proposal in case this failure is due to our inability to attend duly scheduled Clarification Meeting(s).

We undertake, upon receiving your written invitation, to proceed with the preparation of our Second Stage Proposal, updating the First Stage Proposal in accordance with the requirements, if any, specified in (a), the memorandum, specific for our First Stage Proposal, titled “Changes Required Pursuant to First Stage Evaluation” and any updates to this memorandum, and (b), Addenda to the RFP document issued together or after the invitation for the second stage. The Second Stage Proposal will also include our commercial Proposal in accordance with the requirements of the RFP Documents for second stage Proposals, for performing the Works in accordance with our updated technical Proposal.

We hereby certify that we meet the eligibility requirements and have no conflict of interest in accordance with **ITP 4**.

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by Governing Law of Purchaser’s country. Further, we are not ineligible under the Purchaser’s Country laws.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

State-owned enterprise or institution: [select the appropriate option and delete the other]
[We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of **ITP 4.6**];

We agree to abide by this First Stage Proposal, which, in accordance with **ITP 12**, consists of this letter (First Stage Proposal Form) and the enclosures listed below. Together with the above written undertakings, the Proposal shall remain binding on us. We understand that we may withdraw our Proposal, or any alternative Proposal included in it, at any time by so notifying you in writing. However, we accept that if invited to the second stage, once we have submitted a Second Stage Proposal, this Proposal (and the parts of the First Stage Proposals it includes and updates) can only be withdrawn before the deadline for submission of Second Stage Proposals, and only by the formal Second Stage Proposal withdrawal procedure stipulated in the RFP Documents.

Name of the Proposer: **[insert complete name of the Proposer]*

Name of the person duly authorized to sign the Proposal on behalf of the Proposer:
****** *[insert complete name of person duly authorized to sign the Proposal]*

Title of the person signing the Proposal: *[insert complete title of the person signing the Proposal]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

ENCLOSURE(S):

Letter of Second Stage Proposal - Technical Part

INSTRUCTIONS TO PROPOSERS

INSTRUCTIONS TO PROPOSERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Proposal in the first envelope “TECHNICAL PART”.

The Proposer must prepare the Letter of Proposal on stationery with its letterhead clearly showing the Proposer’s complete name and business address.

Note: All italicized text in black font is to help Proposers in preparing this form and Proposers shall delete it from the final document.

Date of this Proposal submission: *[insert date (as day, month and year) of Proposal submission]*

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

Request for Proposal No.: *[insert identification]*

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

To: *[Purchaser insert: **name and address of Purchaser**]*

Dear Sir or Madam:

We, the undersigned Proposer, hereby submit our Proposal, in two parts, namely:

- (a) the Technical Part, and
- (b) The Financial Part.

Having examined the RFP Documents, the Addenda issued during the first stage, Addenda Nos. *[insert: **numbers**]* issued with or after the Request for Proposals – Second Stage, the receipt of which is hereby acknowledged, as well as the requirements listed in the memorandum titled “Changes Required Pursuant to First Stage Evaluation” specific to our First Stage Proposal, and any updates to this memorandum, we, the undersigned, offer to _____, in full conformity with the said RFP Documents, Addenda and memorandum.

We undertake, if our Proposal is accepted, to commence the Works and achieve Completion within the respective times stated in the RFP Documents.

We hereby certify that we, including any subcontractors for any part of the contract, meet the eligibility requirements and have no conflict of interest in accordance with **ITP 4**.

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any

entity or individual that is subject to, a temporary suspension or a debarment imposed by the Governing Law of Purchaser's country. Further, we are not ineligible under the Purchaser's Country laws. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

State-owned enterprise or institution: *[select the appropriate option and delete the other]*
[We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITP 4.6];

We agree to abide by this Proposal, which, in accordance with **ITP 28** and **ITP 29**, consists of this letter (Second Stage Technical Part) and enclosures until *[insert day, month and year in accordance with ITP 33.1]*, and it shall remain binding upon us and may be accepted by you at any time on or before this date.

Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us.

Name of the Proposer: **[insert complete name of the Proposer]*

Name of the person duly authorized to sign the Proposal on behalf of the Proposer:
****** *[insert complete name of person duly authorized to sign the Proposal]*

Title of the person signing the Proposal: *[insert complete title of the person signing the Proposal]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Proposer.

** : Person signing the Proposal shall have the power of attorney given by the Proposer. The power of attorney shall be attached with the Proposal Schedules.

ENCLOSURE(S):

Letter of Second Stage Proposal - Financial Part

INSTRUCTIONS TO PROPOSERS

INSTRUCTIONS TO PROPOSERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Proposal in the second envelope "FINANCIAL PART".

The Proposer must prepare the Letter of Proposal on stationery with its letterhead clearly showing the Proposer's complete name and business address.

Note: All italicized text in black font is to help Proposers in preparing this form and Proposers shall delete it from the final document.

Date of this Proposal submission: [insert date (as day, month and year) of Proposal submission]

RFP No.: [insert number of RFP process]

Request for Proposal No.: [insert identification]

Alternative No.: [insert identification No if this is a Proposal for an alternative]

To: [Purchaser insert: **name and address of Purchaser**]

Dear Sir or Madam:

We, the undersigned Proposer, hereby submit the second part of our Proposal, the Financial Part

Having examined the RFP Documents, the Addenda issued during the first stage, Addenda Nos. [insert: **numbers**] issued with or after the Request for Proposals – Second Stage, the receipt of which is hereby acknowledged, as well as the requirements listed in the memorandum titled "Changes Required Pursuant to First Stage Evaluation" specific to our First Stage Proposal, and any updates to this memorandum, we, the undersigned, offer to _____, in full conformity with the said RFP Documents, Addenda and memorandum for the total Proposal Price, excluding any discounts offered as follows:

[Insert one of the options below as appropriate]

Option 1, in case of one lot: Total price: [insert the total price of the Proposal in words and figures, indicating the various amounts and the respective currencies];

Or

Option 2, in case of multiple lots: (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the

total price of all lots in words and figures, indicating the various amounts and the respective currencies];

The discounts offered and the methodology for their application is:

- (i) The discounts offered are: *[Specify in detail each discount offered]*
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*

If our Proposal is accepted, we undertake to provide an advance payment security, and a Performance Security *[and an Environmental and Social (ES) Performance Security. **Delete if not applicable**]* in the forms, in the amounts, and within the times specified in the RFP Documents.

We agree to abide by this Proposal, which, in accordance with **ITP 28** and **ITP 29**, consists of this letter (Second Stage Proposal Form) and the enclosures listed below, until [insert day, month and year in accordance with ITP 33.1], and it shall remain binding upon us and may be accepted by you at any time on or before this date.

Commissions, gratuities and fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the RFP process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us.

Name of the Proposer:**[insert complete name of the Proposer]*

Name of the person duly authorized to sign the Proposal on behalf of the Proposer:
****** *[insert complete name of person duly authorized to sign the Proposal]*

Title of the person signing the Proposal: *[insert complete title of the person signing the Proposal]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Proposer.

** : Person signing the Proposal shall have the power of attorney given by the Proposer. The power of attorney shall be attached with the Proposal Schedules.

ENCLOSURE(S):

Proposal 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}

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

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

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

At the request of the Proposer, 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 Proposer is in breach of its obligation(s) under the bid conditions, because the Proposer:

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

This Guarantee shall expire: (a) if the Proposer is the successful Proposer, upon our receipt of copies of the Contract signed by the Proposer and of the Performance Security issued to you by the Proposer; or (b) if the Proposer is not the successful proposer, upon the earlier of (i) our receipt of a copy of your notification to the Proposer that the Proposer 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.

Price Schedule

Table -01

The Proposer shall fill in these Price Schedule in accordance with the instructions indicated. The list of line items in column 2 of the Price Schedules shall coincide with the List of Goods specified by the Purchaser in the Schedule of Requirements.

Item No.	Description	Quantity		Unit Price without VAT (Rs.)	Total Price without VAT (Rs.)	VAT (Rs.)	Total Price with VAT (Rs.)
1.a	2 units of power cars with driver/ guard control and passenger seat arrangements	02 Units	In Figures				
			In words				
1.b	1 unit of passenger cars with seating arrangements	01 Unit	In Figures				
			In Words				
2	Local and Foreign Training for SLR Technical staff	Sum	In Figures				
			In words				
3	Maintenance of Diesel Engine during warranty period	2 years	In Figures				
			In words				
4	Maintenance of major electrical and electronic systems during their warranty period	5 years	In Figures				
			In words				

VAT Registration No. :

- a) All matters related to price should be indicated in this form
- b) Whether Price Reduction / Discount applicable, if so details

Date:

.....
Signature of Proposer (With Official Seal)

List of all items with cost break down that the Proposer intend to obtain outside the Purchaser's country (PDS ITP 28.4 (d))

Table - 02

Item No.	Item Description	Country of Origin	Cost (LKR)
1			
2			
3			
4			
5			
Total			

Note: Details furnished in above Table – 02 uses for evaluation purpose only.

Date:

.....
Signature of Proposer (With Official Seal)

Section V

Schedule of Requirements

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List of Goods and Related Services

Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Qty
1.a	2 units of power cars with driver/guard controls and passenger seat arrangements	Design, Manufacture, Supply, Commissioning and Handing Over of power cars unit with driver/guard controls and passenger seats	Sum	1
1.b	1 unit of passenger cars with seating arrangements	Design, Manufacture, Supply, Commissioning and Handing Over of passenger car	Sum	1
2	Training	Foreign and Local training of SLR staff <i>(cost is to be included to the price schedule 1 & 2)</i>	Sum	1
3	Maintenance of Diesel Engine during warranty period	Carry out the preventive maintenance activities of the Diesel Engine during the warranty period of two (02) years. <i>(Costs except consumable material/components are to be included to the price schedule 1)</i>	Year	2
4	Maintenance of major electrical and mechanical systems during their warranty period	Carry out the preventive maintenance activities of the Train Control and monitoring system including propulsion/Traction control system, coach Air conditioning system and Automatic Door control system during the warranty period of five (05) years. <i>(Costs except consumable material/components are to be included to the price schedule 1)</i>	Year	5

Note: Upon expiry of the warranty period, the Purchaser may invite the supplier for Annual Maintenance Contract (AMC) at his discretion.

Delivery Schedule

Item No.	Description of Goods or Related Services	Delivery / completion Schedule (Duration)	Location	Bidder's response
1.a	2 units of power cars	Nine months from the date of Letter of Acceptance, Approval of Conceptual Drawings or receive of Advance payment whichever comes later	Rathmalana / Dematagoda	
1.b	1 unit of passenger car	Nine months from the date of Letter of Acceptance, Approval of Conceptual Drawings or receive of Advance payment whichever comes later	Rathmalana / Dematagoda	
1.c	Commissioning and handing over the train set	Within 6 weeks from the date of receiving the train set	Rathmalana / Dematagoda	
2.a	Training for the Technical staff	Before 8 weeks from the date of commissioning and handing over	At the manufacturer's premises ; contribute the foreign portion	
2.b	Local Training for the Technical staff	Before 8 weeks from the date of commissioning and handing over	Rathmalana / Dematagoda	
3	Maintains of train set (mechanical)	As specified in the Maintenance Manual and as required for 2 years from the date of commissioning and handing over	Rathmalana / Dematagoda	
4	Maintains of train set (electrical)	As specified in the Maintenance Manual and as required for 5 years from the date of commissioning and handing over	Rathmalana / Dematagoda	

Date:

.....

Signature of Proposer (With Official Seal)

Scope of Supply

The scope of work comprises the design, prototype testing, manufacture, field testing, and supply of a light train set with an aerodynamic exterior profile, consisting of two diesel-powered driving power cars and one intermediate trailer car. Train set shall be manufactured using highest grade material available in the market with best quality workmanship. Modular design using standard parts for easy maintenance and reliability is essential as much as possible. Overall design of the train set shall be certified by a design firm which have sufficient design and design validation experience in the field of railway transportation.

Train set shall have sufficient acceleration level at each speed level of diesel engine so that train set can have sufficient pickup and acceleration to operate on Sri Lanka Railway tracks. Speed and acceleration of the set shall be sufficient to operate as sub-urban or intercity train without losing time given in the timetable.

Train set shall have safe and reliable brake system for service and emergency braking. Parking brake system also need to be provided.

The power cars shall be equipped with diesel engine driven AC-DC-AC traction systems utilizing latest power electronics and an integrated train control and monitoring system to ensure efficient and reliable operation. The feature of synchronization of two diesel engines and operating from single driver cab shall be provided. Diesel engine, traction equipment and other auxiliary components shall source from leading manufactures which are already used in Sri Lanka Railway rolling stock whenever possible.

Outer end of the power cars shall comprise the driver/ guard's area reasonably separated from passenger area. Driver/guard area shall be equipped the controls for propulsion, braking, speed, and direction whereas each guard area shall have two guard lookouts on both sides of the power car.

The complete train set shall be designed for broad gauge operation and capable of negotiating minimum horizontal curves of 90 m radius, operating on gradients up to 1 in 44, and performing reliably under high-altitude and coastal line salty conditions. The maximum axle load shall not exceed 16 ton.

Each power car and the trailer car shall be mounted on two bogies, fitted with a pneumatic (air) brake system, and provided with suitable primary and secondary suspension systems to ensure safe operation and enhanced passenger ride comfort. Brake system and coupling systems shall be compatible with Sri Lanka Railway existing rolling stock.

The passenger accommodation in the power car and trailer car shall feature a longitudinal seating arrangement, large panoramic windows, sufficient capacity Air Condition system (roof mounted) adequate and ventilation system to provide a comfortable and pleasant travel environment. Adequate number of fans and LED lighting shall be included. Elegant interior design with durable material such as for flooring, handrails, parcels racks etc. Train set shall have enough automatic doors on both sides of the trains. Train set shall have GPS enabled audio visual system for passenger information and for advertising purpose. Digital destination boards shall be suitably located. Facilities for differently able passengers shall be included.

Two semi permanent couplers are fitted at both ends of coach. Construction of car-body shall be lightweight using corrosion resistant material. Front side of the power car shall have auto couplers and buffers compatible with existing SLR rolling stock.

Train set shall be painted as a single unit which is attractive as well as provide necessary protection against corrosion and other issues induced by weather condition.

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Technical Specifications for Assembling a Light Train set with three coaches locally.

The scope of work shall include the design, engineering, manufacture, assembly, testing, commissioning, and delivery of a diesel-electric light train set suitable for operation on the Sri Lanka Railways broad-gauge network, in full compliance with Sri Lanka Railways standards and applicable international railway norms.

The train set shall consist of:

- (i) Two diesel-powered driving power cars
- (ii) One intermediate trailer car forming a permanently or semi-permanently coupled unit capable of synchronized operation from a single driver cab.

The formation of type 01 Light Train set - 01 Nos.

MCG + EC + MCG

Type		Class	No. of Seats
MCG	Motor Car with Passenger Compartment (Economy Class)	economy	60
EC	Third class coach (Economy Class)	economy	80 (including chairs for 03 disable persons)

The coach shall be designed to withstand the overloading condition with 150 passengers (12 Tons).

The foot boards and external handrails shall be strong enough to withstand the load of overhanging passengers (1 Ton), in a possible worst scenario of overloading.

General Specifications

1. OPERATIONAL AND TRACK REQUIREMENTS

The train set shall be designed to:

- (i) Design Speed shall be 120 km/h
- (ii) Operate on 1,676 mm broad gauge
- (iii) Negotiate minimum horizontal curves of 80 m radius
- (iv) Operate on gradients up to 1 in 44
- (v) Function reliably in tropical, coastal, and high-humidity (80% to 95%) environments
- (vi) Withstand high rainfall, saline air, and elevated ambient temperatures
- (vii) Maintain a maximum axle load not exceeding 16 tons, optimized for lightweight operation on rural tracks

2. ELECTRICAL SYSTEM

- (i) The standard electrical system voltage shall be 110 V DC, generated by the engine driven alternator and distributed throughout the train using two lines (Positive and Negative)
- (ii) The current rating of cables shall be selected based on the maximum designed

- train length
- (iii) The battery charging voltage shall be 110 V DC
- (iv) Although the nominal system voltage is 110 V DC component and system shall operate normally under accepted variations of supply voltage.
- (v) All electrical equipment and components of the DMU shall be high quality, tested, and of proven railway service design, capable of withstanding over-voltage, under-voltage, short circuits, and electrical surges
- (vi) Electrical installation of coaches shall comply with recognized international railway standards, which shall be clearly specified

3. CAR BODY AND STRUCTURAL DESIGN

- (i) Lightweight monocoque or semi-monocoque construction with welded under frame
- (ii) Use of corrosion-resistant materials such as aluminum alloys, stainless steel, and composite panels
- (iii) Modular body sections (roof, sidewalls, floor) to facilitate maintenance and future modifications
- (iv) Aerodynamic front and rear profiles with integrated fairings
- (v) Compliance with crashworthiness and fire safety requirements
- (vi) Roof designed to accommodate HVAC units, ventilation systems, and auxiliary equipment

4. BOGIES, SUSPENSION, AND RUNNING GEAR

- (i) Each coach mounted on two 2-axle bogies
- (ii) Powered bogies with Bo-Bo axle arrangement on power cars
- (iii) Trailing bogies on trailer car
- (iv) Primary and secondary suspension systems (coil springs, rubber elements, or air suspension)
- (v) Wheel diameter: 850–920 mm
- (vi) Designed for smooth ride quality on uneven rural tracks
- (vii) Corrosion protection suitable for tropical operation

5. PROPULSION AND TRACTION SYSTEM

- (i) Diesel-electric propulsion system, comprising:
 - (a) Diesel engine(s) rated not less than 250–350 kW
 - (b) Engine-driven alternator
 - (c) AC-DC-AC transmissions
 - (d) Axle-mounted AC traction motors (~75 kW per axle)
- (ii) Capability to synchronize two diesel engines and operate the entire train set from a single driver cab
- (iii) Designed for fuel efficiency, low emissions, and reduced noise and vibration
- (iv) Multiple operation - capability to synchronize two train-sets and operate as a single train from a single driver cab
- (v) Location of the power pack- Under slung or on board configuration, depending on final layout

6. AUXILLIARY POWER SYSTEM

The method of providing the power for Hotel Load (ie. Air conditioning, Lighting, Automatic doors and other auxiliary loads) shall be clearly specified. Anyway, there shall be of atleast 100kVA power for Hotel loads.

7. BRAKING SYSTEM

- (i) Pneumatic Brake
 - (a) Electro-dynamic (regenerative) braking
 - (b) Electro-pneumatic clasp-type friction braking
- (ii) Spring-applied, fail-safe parking brake.
- (iii) Brake control unit (BCU).
- (iv) Proven systems from recognized manufacturers (e.g., Knorr-Bremse, Wabtec/Faiveley)
- (v) Designed for gradients, sharp curves, and rural operating conditions
- (vi) Brake system layout shall be certified by brake system manufactures or regulatory organization acceptable to SLR for safe and reliable service.

8. DRIVER CAB AND CONTROL SYSTEMS

- (i) Fully equipped ergonomic driver control desks at both ends of the train-set, including:
 - (a) Master controller (traction/braking)
 - (b) Service and emergency brake controls
 - (c) Direction selector
 - (d) Speedometer and traction indicators
 - (e) Engine, fuel, battery, and system status displays
 - (f) Train Management and Monitoring System (TMMS)
- (ii) Integrated emergency communication systems (Public address system)
- (iii) Controls for doors, lights, sanders, horn, and auxiliary systems
- (iv) Climate-controlled driver cab with adjustable seating

9. PASSENGER ACCOMMODATION AND INTERIOR FIT-OUT

- (i) Passenger capacity of approximately 200 passengers
- (ii) Longitudinal and bench seating arrangement
- (iii) Dedicated areas for luggage, bicycles, and special needs
- (iv) Non-slip, durable flooring
- (v) LED lighting and ceiling fans where applicable
- (vi) Automatic door
- (vii) Large panoramic, UV-protected windows
- (viii) Handrails, grab handles, parcel racks, and safety signage
- (ix) Elegant, low-maintenance interior materials
- (x) Guard portion and lookout to be placed at both MCG compartments

10. AC AND VENTILATION

- (i) Roof-mounted AC units with:
 - (a) Compliance with ISO, EN, and ASHRAE railway AC standards
 - (b) Noise-controlled and energy-efficient operation
 - (c) Cooling load calculations for worst case scenario shall be provided from AC systems manufacturer/system designer.

11. COUPLERS AND INTER-VEHICLE CONNECTIONS

- (i) Semi-permanent couplers fitted at both ends of each coach
- (ii) Integrated electrical, pneumatic, and control interconnections
- (iii) Designed for safe operation, easy maintenance, and operational flexibility

12. PROTOTYPE DEVELOPMENT, TESTING, AND CERTIFICATION

- (i) Detailed design validation through simulation and analysis
- (ii) Prototype construction and assembly
- (iii) Static and dynamic testing (performance, braking, ride quality)
- (iv) Environmental, vibration, and noise testing
- (v) Emission compliance testing
- (vi) Documentation and certification in accordance with regulatory requirements

13. MANUFACTURING, COMMISSIONING, AND SUPPORT

- (i) Establishment of production and quality assurance processes
- (ii) Local content maximization where feasible
- (iii) Commissioning, trial runs, and acceptance testing
- (iv) Training for drivers, maintenance staff, and operators
- (v) Provision of technical documentation, spares, and maintenance schedules

Drawings

(Please see Annexure 01)

1. S 613/03 – Maximum Rolling Stock Construction Gauge
2. DE 3221/01 – Wheel profile
3. H 207/01 – Wheel Gauge
4. DP 1621/00 – Sketch of Brake Hose Coupling
5. DP 1622/00 – Sketch of Brake Hose Coupling
6. DC 1174/02 – Standard Auto Coupler Arrangement
7. P 3274/04 – Assembly of Screw Coupling
8. P 4034/00 – Screw Coupling Link
9. DC 1166/01 – Sketch of Guard's Lookout
10. DL 702/03 – Sketch of Air Brake Location
11. DL 643/03 – Sketch of Vacuum brake coupling

Certificates

The following certificates are required to be furnished with the supplies

1. Certificate related to diesel engine.
2. Certificate related to bogie and suspension system.
3. Certificate related to transmission system.
4. Certificate related to brake system design and components.
5. Certificate related to under frame and superstructure.
6. Manufacturing authorization letters for all the systems and equipment source from various manufacturers.
7. Performs and safety certification from brake system design and manufacturing entity confirming the performers and safety as an acceptable international standard.

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Inspection and Testing

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

Information Copy. Not for Bidding.

Section VI. Conditions of Contract

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Section VI. Conditions of Contract

1. Definitions 1.1 The following words and expressions shall have the meanings hereby assigned to them:

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

whose Proposal to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

- (l) “The Project Site,” where applicable, means the place named in the Contract Data.

- 2. Contract Documents** 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3. Fraud and Corruption** 3.1 The Government of Sri Lanka requires the Purchaser as well as Proposers, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
- (i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) “collusive practice” means a scheme or arrangement between two or more Proposers, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
 - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- 4. Interpretation** 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Entire Agreement
The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.3 Amendment
No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.4 Severability
If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any

other provisions and conditions of the Contract.

- 5. Language**
- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as 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 Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.

10.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Scope of Supply	11.1	The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
12. Delivery and Documents	12.1	Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data.
13. Supplier's Responsibilities	13.1	The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.
14. Contract Price	14.1	Prices charged by the Supplier for the Goods supplied and the Related services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
15. Terms of Payment	15.1	The Contract Price shall be paid as specified in the Contract Data .
	15.2	The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
	15.3	Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
16. Taxes and Duties	16.1	The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
17. Performance Security	17.1	If required as specified in the Contract Data , the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.
	17.2	The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- 17.3 As specified in the **Contract Data**, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the **Contract Data**, or in another format acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 18. Copyright** 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 19. Confidential Information** 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party 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.
- 19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
- 20. Subcontracting** 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.
- 21.** 21.1 Technical Specifications and Drawings

**Specifications
and
Standards**

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

**22. Packing
and
Documents**

- 22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.

23. Insurance

- 23.1 Unless otherwise specified in the **Contract Data**, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

**24.
Transportation**

- 24.1 Unless otherwise specified in the **Contract Data**, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.

**25. Inspections
and Tests**

- 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the

Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

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

26. Liquidated Damages

- 26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Goods 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

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

- 27.3 Unless otherwise specified in the **Contract Data**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **Contract Data**.
- 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **Contract Data**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **Contract Data**, the Purchaser may proceed to take within a reasonable period such remedial action as 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.

28. Patent Indemnity

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

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own

behalf.

28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and 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 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

29.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

30. Change in Laws and Regulations

30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Proposal 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.

31. Force Majeure

31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the

Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32. Change Orders and Contract Amendments

- 32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

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

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

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

33. Extensions of Time

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

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

upon, pursuant to CC Sub-Clause 33.1.

34. Termination 34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

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

34.3 Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective
- (b) The Goods that are complete and ready for shipment within

twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

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

Information Copy. Not for Bidding.

Section VII. Contract Data

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

CC 1.1(h)	The Purchaser is: The General Manager of Sri Lanka Railways
CC 1.1 (l)	The Project Site(s)/Final Destination(s) is/are: Rathmalana or Dematagoda
CC 1.1	Name and Identification number of the Contract are: Procurement for Assembling a Light Train Set with three Coaches Locally for Sri Lanka Railways RFP No. SRS/F. 8155
CC 3	Replace CC 3 with the following: 3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1. (a) For the purposes of this Sub-Clause: (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

	(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (v) “obstructive practice” is (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 11. 3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.
CC 4	Add the following to CC 4: 4.5 Nonwaiver (a) Subject to GCC Sub-Clause 4.5 (b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. (b) Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

CC 8.1	For <u>notices</u>, the Purchaser's address shall be: Attention: General Manager Address: Sri Lanka Railways, Railway Headquarters, Olcott Mawatha, Colombo 10. Telephone: 94 (11) 2431177 Facsimile number: 94 (11) 2446490 Electronic mail address: gmrslr@sltnet.lk
CC 12.1	Details of Shipping and other Documents to be furnished by the Supplier are: Tax Invoice
CC 15.1	a) An advance payment of 20% of the bid price for Procurement for Assembling a Light Train Set with three Coaches Locally (Item 1. a&b) and Local and Foreign Training for SLR Technical staff (item 2) shall be considered upon submission of unconditional Advance Payment guarantee through a registered commercial bank in Sri Lanka approved by the Central Bank of Sri Lanka. The advance payment guarantee shall valid to cover the entire delivery period plus two months. b) 75% of the bid price for Procurement for Assembling a Light Train Set with three Coaches Locally (Item 1. a&b) and Local and Foreign Training for SLR Technical staff (item 2) shall be released on commissioning, handing over, completion of training and issuing the acceptance by the Purchaser. c) Balance 5% of the total bid price will be kept back as retention money and shall be released after the successful completion of the warranty d) Cost for Mechanical and Electrical preventive maintenance during warranty period shall be paid annually upon the request raised by the Supplier and accepted by the Purchaser.
CC 17.1	A Performance Security shall be required The amount of Performance Security, as a percentage of the contract price, shall be ten percent (10%) of the Contract Price. Within fourteen (14) days of receipt of the Notification of Award of the Contract the successful Supplier shall furnish to the Purchaser an on demand performance security. The performance security which shall be obtain from the local commercial bank approved by the central Bank of Sri Lanka.

CC 25.1	The inspections and tests shall be: <u>1. Locally</u> a) The refurbishing and fabrication work shall be inspected by the officers appointed by the Purchaser b) The Purchaser and / or his representatives reserves the right to inspect any materials, paints, machinery or equipment used for the execution of the work at any time to ascertain the condition of such materials, paints, machinery and equipment and shall have the right to reject such items unacceptable due to non-conformity with accepted standards, specifications. c) The Purchaser and /or his representatives shall have the right to inspect manufacturing and assembling work in progress at any stage of the project to determine the quality, suitability or adequacy of such work d) The contractor shall give all assistance for such inspections done by the officer of the Purchaser e) If any service done by the contractor does not conform to the Specification & Drawings or not up to the required standard, the inspector shall instruct the contractor to re-do the work without any cost to the Purchaser. f) Without written consent after inspection of equipment and material by the purchaser, contractor shall not start any work or assembly. <u>2. Foreign</u> a) The major components and systems to be obtained from outside the Purchaser's country shall be inspected at the respective manufacturer's premise by the inspectors appointed by the Purchaser. b) Such inspectorate shall comprise 2 SLR Engineers at a time and 3 days of each visit excluding travelling. c) The cost of inspection shall be borne by the purchaser. Reasonable facilities and assistance including access and production data shall be furnished to the inspectors appointed by the purchaser during the inspection. d) Until the inspector has given his certificate of approval through purchaser, the supplier/ manufacturer shall not send forward for shipment any of the goods.
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CC 25.2	The Inspections and tests shall be conducted at the local work site of the contractor and the manufacturer's premises as appropriate.
CC 25.9	Add the following to CC 25: The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier's attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 36 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines).
CC 26.1	The liquidated damage shall be 0.5% per week and the maximum amount of liquidated damages shall be 05% of the contract value.
CC 27.3	- The supplier will be required to guarantee the goods supplied for a period of two (02) years from the date of commissioning against the faulty design, inferior material or bad workmanship for mechanical items. - The supplier will be required to guarantee the goods supplied for a period of five (05) years from the date of commissioning against the faulty design, inferior material or bad workmanship electrical items and control system. - Supplier shall replace or repair any defective goods at his own cost if it happens during warranty period. - The Performance Security shall be valid until the end of the warranty period. - The 05% for the contract price retained as per CC Clause 15.1 above will be released after the successful completion of the total warranty period after deducting any dues.
CC 27.5	Supplier is completely responsible for the smooth operation of the light train set. In case of failure the smooth operation and the light train set is out of service for more than 10 days without any written notification which is accepted by the Purchaser, the supplier will be imposed a penalty of LKR 10,000.00 per day to cover the day loss. The maximum value of the penalty shall be 5% of the contract value.

CC 36	Add: Commissioning a) Supplier or his authorized representatives shall have to carry on the commissioning work together with the Purchaser's staff at the Purchaser's premises. b) It is Supplier's responsibility to hand over the Light Train Set at Purchaser's satisfaction c) Purchaser shall issue the acceptance certificate after ensuring the Light Train Set is in good working condition, at his satisfaction
CC 37	Add: Training a) Supplier shall arrange local or foreign technical training sessions suitably for 30 persons at supplier's premises or Purchaser's premises as appropriate. b) The training materials and refreshments shall be provided by the Supplier. c) Foreign training shall be arrange for equipment and systems which are new to Sri Lanka Railway. Total cost of the training shall be borne by the supplier including air travel logging and foods. The training schedule shall be submitted with the Stage I proposal.

Section VIII. Contract Forms

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Information Copy. Not for Bidding.

1. Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

2. Performance Security

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

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

Beneficiary **General Manager**

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

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- *[name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. ----- *[reference number of the contract]* dated ----- with you, for the ----- Supply of ----- *[name of contract and brief description]* (hereinafter called "the Contract").

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

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

This guarantee shall expire, no later than the Day of, 20..*[insert date, 28 days beyond the scheduled completion date including the warranty period]* and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

3. Guarantee for Advance Payment

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

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

[issuing agency's letterhead]

Beneficiary **General Manager**

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

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

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

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

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

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

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

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

Request for Proposal (RFP)

SRI LANKA RAILWAYS

PROCUREMENT FOR ASSEMBLING A LIGHT TRAIN SET WITH THREE COACHES LOCALLY FOR SRI LANKA RAILWAYS **SRS/F. 8155**

1. The Chairman, High Level Procurement Committee on behalf of Sri Lanka Railways, Railway Head Quarters, P.O. Box 355, Colombo, Sri Lanka will receive sealed proposals from eligible and qualified proposers for Assembling a Light Train Set with three coaches to Sri Lanka Railways.
2. RFP will be conducted through National Competitive Bidding using Two Stage Two Envelope procedure.
3. Interested eligible proposers may obtain further information and inspect the Bidding Documents at the address given below from 08/06/2026 until 30/06/2026 from 9.00 am to 3.00 pm in week days

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

Telephone Nos. : 94 (11) 2438078 or 94(11) 4600202
Fax No. : 94(11) 2432044
Email : srs.slr@gmail.com, tender1.srs@gmail.com
Website : www.railway.gov.lk

4. The proposers individually or as a Joint Venture who shall fulfill the following requirements are eligible to submit a proposal.
 - (i) Proposer shall be a registered company or a joint venture formally registered in Sri Lanka to carryout major fabricating work, manufacturing or auto-mobile assembling work.
 - (ii) The Proposer shall have five (05) year experience in handling & implementation of projects successfully with government or any reputed companies. Sufficient details shall be provided with the proposal.
 - (iii) The Proposer shall submit documentary evidence in proof of ability and his capability to substantiate both heavy metal fabrications, manufacturing and assembling work of heavy vehicles or rolling stocks in similar nature.
5. All proposals must be accompanied by a proposal security. Amount of proposal security shall be LKR. 8,000,000.00 and shall be an unconditional guarantee issued by Bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka.
6. A complete set of Bidding Documents in English Language may be purchased by interested proposers on the submission of a written application to the address of the Deputy General Manager (Procurement), Railway Procurement Sub Department, Olcott Mawatha, Colombo 10, Sri Lanka from **08/06/2026** to **30/06/2026** up to 3.00 p.m. on payment of a non-refundable procurement fee of LKR 96,000.00 only.
7. Pre proposal meeting shall be on **17/06/2026** at **10.00** am at Ministry of Transport, Highways and Urban Development, 7th Floor, Sethsiripaya Stage II, Battaramulla.

8. Proposals must be delivered to the address below on or before **2.00 p.m. on 01/07/2026.**

The Chairman,
High Level Procurement Committee
Ministry of Transport, Highways and Urban Development,
Level 07, Sethsiripaya Stage II
Battaramulla, Sri Lanka.

Late proposals will be rejected. Proposals will be opened in the presence of the proposers' representatives at the Conference room, Ministry of Transportation, Level 07, Sethsiripaya Stage II, Battaramulla, Sri Lanka at **2.00 p.m. on 01/07/2026.**

The Chairman,
High Level Procurement Committee

Ref No. SRS/F.8155