

SRI LANKA RAILWAYS

PROCUREMENT FOR THE CLEANING OF LAVATORIES OF LONG DISTANCE TRAINS IN SRI LANKA RAILWAYS

BIDDING DOCUMENT ISSUED UP TO	-	15.09.2025
CLOSING /OPENING OF BIDS	-	16.09.2025

DOCUMENT NUMBER:

ISSUED TO:

M/s. :

ADDRESS

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

Amount Collected: Rs. 8,000.00

Receipt No: of

DATE:

.....
SIGNATURE OF ISSUING OFFICER

Section I. Instructions to Bidders (ITB)

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

General

- 1. Scope of Bid**
- 1.1 The Employer **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Service and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are **specified in the BDS**. The name, identification, and number of lots (individual contracts), if any, are **provided in the BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 Payments under this contract will be financed by the source **specified in the BDS**.
- 3. Ethics, Fraud and Corruption**
- 3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:
- Parties associated with Procurement Actions, namely, Service Providers/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. Service Providers/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 Employer requires the bidders, Service Providers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

(a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public

official in the procurement process or in contract execution;

(b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer to establish bid prices at artificial, noncompetitive 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 Employer found any unethical practices as stipulated under ITB Clause 3.2, the Employer will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

4. Eligible Bidders

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

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

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

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

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

4.4 Foreign Bidder may submit a bid only if so stated in the **BDS**.

5. Eligible Service and Related Services

5.1 All Service 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 Service supplied shall be complied to other internationally accepted standards.

Contents of Bidding Documents

6. Sections of Bidding Documents

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

Volume 1

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

Volume 2

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

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

7. Clarification of Bidding Documents

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

8. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.

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

Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Employer, shall be written in English language.

- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with **ITB Clauses 12, 14, and 15;**
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;
 - (c) documentary evidence in accordance with ITB Clauses 18 and 29, that the Service and Related Services conform to the Bidding Documents;
 - (d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (e) any other document required in the BDS.
- 12. Bid Submission Form and Price Schedules**
- 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1 Alternative bids shall not be considered
- 14. Bid Prices and Discounts**
- 14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the Service it proposes to supply under the Contract.
- 14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.
- 14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.
- 14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Service Provider:

- (a) on components and raw material used in the manufacture or assembly of Service quoted; or
- (b) on the previously imported Service of foreign origin

- (ii) However, VAT shall not be included in the price but shall be indicated separately;
- (iii) the price for inland transportation, insurance and other related services to deliver the Service to their final destination;
- (iv) the price of other incidental services

14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.

14.6 All lots, if any and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

15. Currencies of Bid

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

16. Documents Establishing the Eligibility of the Bidder

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

17. Documents Establishing the Conformity of the Service and Related Services

17.1 To establish the conformity of the Service and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Service conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Service and Related Services, demonstrating substantial responsiveness of the Service and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

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

**18. Documents
Establishing the
Qualifications of
the Bidder**

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

(a) A Bidder that does not manufacture or produce the Service it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Service to supply these Service;

(b) that, if **required in the BDS**, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Service Provider's maintenance, repair and spare parts- stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**19. Period of Validity
of Bids**

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

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

20. Bid Security

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

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

(a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;

(b) be issued by a institution acceptable to Employer. 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, Bidding Forms;

(d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Clause 20.5 are invoked;

(e) be submitted in its original form; copies will not be accepted;

(f) remain valid for the period specified in the BDS.

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

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

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

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or

(b) if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3

(c) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 42;

(ii) furnish a Performance Security in accordance with ITB Clause 43.

21. Format and Signing of Bid

- 21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as “ORIGINAL.” In addition, the Bidder shall submit a copy of the bid and clearly mark it as “COPY.” In the event of any discrepancy between the original and the copy, the original shall prevail.
- 21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

- 22.1 Bidders may always submit their bids by mail or by hand.
 - (a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copy shall then be enclosed in one single envelope.
- 22.2 The inner and outer envelopes shall:
 - (a) Bear the name and address of the Bidder;
 - (b) be addressed to the Employer in accordance with ITB Sub-Clause 23.1;
 - (c) bear the specific identification of this bidding process as indicated in the BDS; and
 - (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1.

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

23. Deadline for Submission of Bids

- 23.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS.**
- 23.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

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

25. Withdrawal, and Modification of Bids

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

(a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “MODIFICATION;” and

(b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

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

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

26. Bid Opening

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

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

- 26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid- Securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub- Clause 24.1
- 26.4 The Employer shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

Evaluation and Comparison of Bids

27. Confidentiality

27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

27.2 Any effort by a Bidder to influence the Employer in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Employer on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Employer may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Employer shall not be considered for purpose of evaluation. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic

errors discovered by the Employer in the Evaluation of the bids, in accordance with ITB Clause 30.

29. Responsiveness of Bids

- 29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Service and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors, and Omissions

- 30.1 Provided that a Bid is substantially responsive, the Employer may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the

unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in

figures shall prevail subject to (a) and (b) above.

30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid-Securing Declaration shall be executed.

31. Preliminary Examination of Bids

31.1 The Employer shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

31.2 The Employer shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.

(a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;

(b) Price Schedules, in accordance with ITB Sub-Clause 12;

(c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.

32. Examination of Terms and Conditions; Technical Evaluation

32.1 The Employer shall examine the Bid to confirm that all terms and conditions specified in the CC and the **Contract Data** have been accepted by the Bidder without any material deviation or reservation.

32.2 The Employer shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

32.3 If, after the examination of the terms and conditions and the technical evaluation, the Employer determines that

the Bid is not substantially responsive in accordance with ITB Clause 29, the Employer shall reject the Bid.

33. Conversion to Single Currency

33.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Employer shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

34. Domestic Preference

34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid- evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.

35. Evaluation of Bids

35.1 The Employer shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

35.2 To evaluate a Bid, the Employer shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.

35.3 To evaluate a Bid, the Employer shall consider the following:

- (a) the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
- (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
- (e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.

35.4 The Employer's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Service and

Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.

35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Employer to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Bids

36.1 The Employer shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.

37. Post qualification of the Bidder

37.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

Award of Contract

39. Award Criteria

39.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

40. Employer's Right to Vary Quantities at Time of Award

40.1 At the time the Contract is awarded, the Employer reserves the right to increase or decrease the quantity of Service and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

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

Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Employer is : The General Manager, Sri Lanka Railways
ITB 1.1	The name and identification number of this procurement are: PROCUREMENT FOR THE CLEANING OF LAVATORIES OF LONG DISTANCE TRAINS IN SRI LANKA RAILWAYS – SRS/F. 8160
ITB 2.1	The source of funding is: Government of Sri Lanka (GOSL)
ITB 4	<p>Eligible Bidders:</p> <ul style="list-style-type: none"> • The bidder shall have experience of supplying labour or cleaning services to the government or semi government organizations. At least details of one such contract with a government or semi government organization within last 05 years shall be submitted along with the bid. • Necessary proof documents to prove labour contracts or cleaning contracts. (letter of award invoices etc) shall be submitted along with the bid. • A proposal of Employee allocation for this project shall be submitted along with the bid. • Bidder shall be submitted the procedure to ensure quality of work and list of machineries expected to use. • Sample of disinfectant, spray deodorant and all other chemicals willing to use during this contract shall be submitted along with the bid. .
ITB 4.4	Foreign bidders <i>are not allowed to participate in bidding.</i>
B. Contents of Bidding Documents	
ITB 7.1	<p>For Clarification of bid purposes only, the Employer’s address is:</p> <p>Attention: Deputy General Manager (Procurement) Address: Railway Procurement Sub Department, P.O. Box 1347, Olcott Mawatha, Colombo 10.</p> <p>Telephone: 94 (11) 2438078 or 94(11) 4600209</p> <p>Facsimile number: 94(11) 2432044</p> <p>Electronic mail address: srs.slr@gmail.com , tender2@railway.gov.lk , pot1@railway.gov.lk</p>

C. Preparation of Bids	
ITB 17.3	Not Applicable
ITB 18.1 (b)	After sales service is: “not required”
ITB 19.1	The bid shall be valid until: 91 days from opening of bids
ITB 20.1	<p>Bid shall include a Bid Security issued by a local bank operating in Sri Lanka and approved by Central Bank of Sri Lanka included in Section IV Bidding Forms;</p> <p>The bidder shall submit the bid security in the prescribed format in the Section IV-Bidding Forms. Submission of bid security with any major departure from the prescribed format shall be considered as major deviation and particular bid shall be rejected.</p>
ITB 20.2	<p>The amount of the Bid Security shall be: Rs. 600,000.00</p> <p><i>The validity period of the bid security shall be until 119 days from opening of bids</i></p>
D. Submission and Opening of Bids	
ITB 22.2 (c)	<p>The inner and outer envelopes shall bear the following identification marks:</p> <p>PROCUREMENT FOR THE CLEANING OF LAVATORIES OF LONG DISTANCE TRAINS IN SRI LANKA RAILWAYS – SRS/F. 8160</p>
ITB 23.1	<p>For bid submission purposes, the Employer’s address is:</p> <p>Attention: Deputy General Manager (Procurement) Address: Railway Procurement Sub Department, P.O. Box 1347, Olcott Mawatha, Colombo 10.</p> <p>Telephone: 94 (11) 2438078 or 94(11) 4600209</p> <p>Facsimile number: 94(11) 2432044</p> <p>Pre bid meeting: Date 04.09.2025 Time : 10.00am</p> <p>Venue: Deputy General Manager (Procurement), Railway Procurement Sub Department, No. 1347, Olcott Mawatha, Colombo-10</p> <p>The deadline for the submission of bids is:</p> <p>Date: 16.09.2025 Time: 2.00pm</p>

ITB 26.1	<p>The bid opening shall take place at: Address: <i>3rd floor, room number 1</i> Railway Procurement Sub Department, No. 1347, Olcott Mawatha, Colombo 10</p> <p>Date: 16.09.2025 Time: <i>2.00 p.m.</i></p>
E. Evaluation and Comparison of Bids	
ITB 34.1	Domestic preference <i>shall not</i> be a bid evaluation factor.
ITB 35.3(d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: Not Applicable</p> <p>(b) Deviation in payment schedule: Not Applicable</p> <p>(c) the cost of major replacement components, mandatory spare parts, and service: Not Applicable</p>
ITB 35.4	<p>The following factors and methodology will be used for evaluation:</p> <p>Substantially responsive bids are evaluated for technical compliance and selection shall be done based on the total bid price of each sections A, B & C of price schedule separately. The bidder can submit an offer for one or more sections. Evaluation for each section shall be done separately.</p>
ITB 35.5	Not Applicable

Section III. Evaluation and Qualification Criteria

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

Contents

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

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1. Evaluation Criteria (ITB 35.3 (d))

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

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

2. Evaluation Criteria (ITB 35.4)

Substantially responsive bids are evaluated for technical compliance and selection shall be done based on the total bid price of each sections (section --A, section -B, section -C) separately.

3. Multiple Contracts (ITB 35.5)

Not Applicable

4. Domestic Preference (ITB 34.1)

Not Applicable

5. Post qualification Requirements (ITB 37.2)

Applicable

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Section IV. Bidding Forms

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Bid Submission Form

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

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

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

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

We, the undersigned, declare that:

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

We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Service and Related Services: **PROCUREMENT FOR THE CLEANING OF LAVATORIES OF LONG DISTANCE TRAINS IN SRI LANKA RAILWAYS – SRS/F. 8160**

- (b) The total price of our Bid without VAT, including any discounts offered is: *[insert the total bid price in words and figures]*;
- (c) The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures]*;
- (d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (f) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (g) Our firm, its affiliates or subsidiaries—including any subcontractors or Service Providers for any part of the contract—has not been declared ineligible by the Bank, under the Employer's country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

	Page No.
1) Price schedule of BOQ
2) Document evidence to established eligibility of bid
3) Bid Bond
4) Document evidence to established qualifications for the Performance of the contract
5) Document evidence of sub-contractors if any
6) Any other document

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

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

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

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

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Price Schedule

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

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PRICE SCHEDULE

Local Supply

Schedule of Price and Bill of Quantities for the Cleaning of Lavatories of Long Distance Trains in Sri Lanka Railways Procurement No. SRS/F. 8160

Section : A – Hydraulic Locomotive Shed, Dematagoda

Serial number	Train set number	No. of Carriages	Work description per one turn	Quantity (No. of turns for 01 year)	Cost for turn (Rs.)	Total Cost (Rs.)
01	6079/ 6080	07	Cleaning of toilets as per the scope of work <ul style="list-style-type: none">• Departure from Colombo Fort - 23.00• Arrival from Batticaloa -07.28• Departure from Batticaloa -19.40• Arrival from Colombo Fort – 04.18	365		
02	6075/ 6076	07	Cleaning of toilets as per the scope of work <ul style="list-style-type: none">• Departure from Colombo Fort - 15.15• Arrival from Batticaloa –22.43• Departure from Batticaloa -1.30• Arrival from Colombo Fort – 9.16	365		

Section IV Bidding Forms

03	8056/ 8057	12	<p>Cleaning of toilets as per the scope of work</p> <ul style="list-style-type: none"> • Departure from Colombo Fort – 14.30 • Arrival from Beliatta –18.54 • Departure from Beliatta –05.25 • Arrival from Colombo Fort – 09.41 	365		
04	8058/ 8059	12	<p>Cleaning of toilets as per the scope of work</p> <ul style="list-style-type: none"> • Departure from Colombo Fort – 15.40 • Arrival from Matara - 18.56 • Departure from Matara -06.05 • Arrival from Colombo Fort - 09.14 	365		
Sub Total (A) – Hydraulic Locomotive Shed, Dematagoda						

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Section : B – Running Shed, Dematagoda

Serial number	Train set number	No. of Carriages	Work description per one turn	Quantity (No. of turns for 01 year)	Cost for turn (Rs.)	Total Cost (Rs.)
05	1005/ 1006	10	Cleaning of toilets as per the scope of work <ul style="list-style-type: none"> • Departure from Colombo Fort - 5.55 • Arrival from Badulla -16.33 • Departure from Badulla -8.50 . • Arrival from Colombo Fort – 19.22 	365		
06	1015/ 1016	10	Cleaning of toilets as per the scope of work <ul style="list-style-type: none"> • Departure from Colombo Fort - 8.30 a.m. • Arrival from Badulla -06.22 p.m. • Departure from Badulla -05.45 a.m. • Arrival from Colombo Fort - 03.47 p.m. 	365		
07	1023/ 1024	08	Cleaning of toilets as per the scope of work <ul style="list-style-type: none"> • Departure from Colombo Fort - 12.45 • Arrival from Nanuoya - 21.16. • Departure from Nanuoya -06.00 • Arrival from Colombo Fort - 13.55 	365		

Section IV Bidding Forms

08	1019/ 1020	08	<p>Cleaning of toilets as per the scope of work</p> <ul style="list-style-type: none"> • Departure from Colombo Fort - 10.35 • Arrival from Kandy – 13.44 • Departure from Kandy -15.25 • Arrival from Colombo Fort - 18.09 	365		
09	1029/ 1030	08	<p>Cleaning of toilets as per the scope of work</p> <ul style="list-style-type: none"> • Departure from Colombo Fort - 15.35 • Arrival from Kandy - 18.09 • Departure from Kandy -06.15 • Arrival from Colombo Fort - 08.44 	365		
10	1033/ 1034	08	<p>Cleaning of toilets as per the scope of work</p> <ul style="list-style-type: none"> • Departure from Colombo Fort - 17.40 • Arrival from Kandy - 20.22 • Departure from Kandy -05.45 • Arrival from Colombo Fort - 08.25 	365		
Sub Total (B)– Running Shed, Dematagoda						

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Section : C – Maligawatta Yard, Maligawatta

Serial number	Train set number	No. of Carriages	Work description per one turn	Quantity (No. of turns for 01 year)	Cost for turn (Rs.)	Total Cost (Rs.)
11	7083/ 7084	11	Cleaning of toilets as per the scope of work <ul style="list-style-type: none"> • Departure from Colombo Fort – 19.00 • Arrival from Trincomalee - 5.30 • Departure from Trincomalee – 19.00 • Arrival from Colombo Fort - 3.15 	365		
12	6011/ 6012	08	Cleaning of toilets as per the scope of work <ul style="list-style-type: none"> • Departure from Colombo Fort – 06.00 • Arrival from Batticaloa – 14.49 • Departure from Batticaloa - 06.10 • Arrival from Colombo Fort – 14.56 	365		

Section IV Bidding Forms

13	7077/ 7078	12	<p>Cleaning of toilets as per the scope of work</p> <ul style="list-style-type: none"> • Departure from Colombo Fort -06.40 • Arrival from Trincomalee – 14.30 • Departure from Trincomalee - 10.30 • Arrival from Colombo Fort – 19.01 	365		
14	1007/ 1008	06	<p>Cleaning of toilets as per the scope of work</p> <ul style="list-style-type: none"> • Departure from Colombo Fort - 9.45 • Arrival from Badulla - 20.16 • Departure from Badulla -10.20 • Arrival from Colombo Fort – 21.14 	365		
15	1045/ 1046	12	<p>Cleaning of toilets as per the scope of work</p> <ul style="list-style-type: none"> • Departure from Colombo Fort - 20.30 • Arrival from Badulla -07.40. • Departure from Badulla -18.30 • Arrival from Colombo Fort - 05.51 	365		
16	1009/ 1010	07	<p>Cleaning of toilets as per the scope of work</p> <ul style="list-style-type: none"> • Departure from Colombo Fort - 07.00 • Arrival from Kandy -09.33 • Departure from Kandy - 15.00 • Arrival from Colombo Fort - 17.30 	365		

Section IV Bidding Forms

17	5003/ 5004	08	Cleaning of toilets as per the scope of work <ul style="list-style-type: none"> • Departure from Colombo Fort - 15.45 • Arrival from Thalaimannar - 22.13 • Departure from Thalaimannar -04.10 • Arrival from Colombo Fort - 10.18 	365		
Sub Total (C) – Maligawatta Yard, Maligawatta						

1. VAT Registration No:
2. If not submitted, reasons for non-submission of VAT Registration No:
3. Name and Address of the Bidder:
4. Telephone No.
5. Facsimile No.
6. Email

.....
Date

.....
Signature of Bidder

Bid Guarantee

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

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

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

Date: ----- *[insert (by issuing agency) date]*

BID GUARANTEE No.: ----- *[insert (by issuing agency) number]*

We have been informed that ----- *[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated ----- *[insert (by issuing agency) date]* (hereinafter called "the Bid") for the supply of *[insert name of Service Provider]* under Invitation for Bids No. ----- *[insert IFB number]* ("the IFB").

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

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

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

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

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

[signature(s) of authorized representative(s)]

Section V. Schedule of Requirements

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1. List of Service and Delivery Schedule

Line Item No	Description of Service	Quantity	unit	Final (Project Site) Destination as specified in Contract Data	Delivery Date

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Procurement for Cleaning of Lavatories of Long Distance Trains In Sri Lanka Railways
Procurement No. SRS/F. 8160

Scope of Work

The scope of this procurement is to provide Cleaning & Janitorial services for lavatories of long distance passenger train compartments at Maligawatte Yard, S-11 and S-13 DMUUs at Hydraulic Locomotive Shed/John Holland Yard, S-12 and S-14 DMUu operated by Sri Lanka Railways (SLR) to achieve the objectives described below.

The trains which are expected to clean under this procurement are maintained and stabled at three different places namely Maligawatte yard, Hydraulic Locomotive Shed (HLS) /John Holland yard and Running Shed – Dematagoda consists of different types of coaches. All three places are located at Maligawatte and Dematagoda at the vicinity of the office of the Chief Engineer (Motive Power), Sri Lanka Railways, No. 575, Base line Road, Dematagoda.

- Toilets of long-distance trains shall be cleaned at the start of the journey and en-route during the journey to cleanliness and passengers do not feel bad order from toilets.
- The staffs assigned to this task are primarily responsible for ensuring the safety of toilet accessories, reporting defects, and ensuring the functionality of the accessories. It is expected to inspect & test the functionality of the toilet water taps, flushing etc. before the train journey. In cases where this is not the case, the deficiency should be reported to the officer in charge of the workplace and recorded in his book.
- Sufficient staff shall travel in the train and clean the toilets on the way to ensure toilets and Interior of Air Conditioned Coaches are free of bad smell throughout the journey.
- Persons assigned to clean the toilets on the train must provide their details to the head guard of the train at least one hour before the train departure.
- The cleaning staff must wear clean, dark blue clothing and shoes while travelling in the train. Face masks and head coverings are also required. It is mandatory for the staff to wear appropriate uniforms and shoes.
- Complaints received from passengers or railway officials are considered during payment processing.
- It is expected that the toilets will be cleaned as often as they are used while staying in the running trains.
- Cleaning of second and third class ordinary compartments shall be done by entering the toilets with the assistance of the railway security at the main railway stations. (It is sufficient to clean the train toilets during the journey at Rambukkana, Kandy, Nawalapitiya, Nanuoya, Maho, Kilinochchi, Galoya, Aluthgama and Galle.
- The train sets and working conditions must be physically inspected by the bidder before submitting the bids.
- The bidder shall agree to receive payment only after the task is successfully completed and accepted by Sri Lanka Railways.
- The cleaning agents used should not harm the human body, skin, or the environment.

- It is important to ensure that appropriate methods and techniques are used to perform the task so that water does not damage the train's components, including electrical components, wiring, switchboards, control panels, etc.
- Contractor should be required to put a toilet bowl cleaner once in every week / as per the requirement.
- Even if the train set is suddenly changed, the bidder should be agreed to carry out the work at the same price as given.
- The personal deployed for the cleaning of train toilets, must carry sprayers with sufficient amount of detergent and water where necessary.
- The detergent sprayed to the toilets and its floor must be wiped off with sufficient water.
- The detergent used must have the disinfectant properties as well as the deodorant.

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Terms & Conditions

1. Sri Lanka Railways will provide facilities, such as washing troughs, parking bays for trains sets, yard lighting, water & electricity free of charge. All other expenses and risks in handling equipment and men shall be borne by the successful bidder. Sri Lanka Railways shall not be liable for any interruptions of electricity and water; as such it is the responsibility of the contractor to have his own resources to be utilized in case of an emergency.
2. Detergents and cleaning agents used should be non-harmful and approval of SLR should be sought prior to use of such items. List of cleaning agents to be used & sample of each cleaning agent shall be provided with the bid.
3. Cleaning of coaches shall be handled within the time permitted, whilst the train sets are stabled, before the next trip, using sufficient number of men & additional equipment. It is strictly noted that departure time of trains should not be affected as a result of delay to cleaning work under any circumstances.
4. All sweepings and disposables collected over the cleaning process of train sets, must be disposed and should not be put in to the open yard. The contractor must advise his staff that the Cleanliness of yard is a priority over everything.
5. If SLR found that one or few activities are not properly done by the successful bidder, SLR shall have right to remove such activities from the 'Scope of Work' of this procurement and will resort to alternative method for getting those activities accomplished.
6. List of all the machineries to be used & details about work force should be submitted with the bid. Whenever the employer asks for such cleaning the contractor must attend to same as early as possible.
7. Successful bidder must initially execute a thorough cleaning schedule to uplift the condition of cleaning to an acceptable standard. If the contractor fails to improve the condition of cleanliness of coaches, within three month from the day of commencement of work, it will be seriously viewed and may amount to termination of contract.
8. If any of the activities described in the scope of work not performed satisfactorily, No payment will be made. Sri Lanka Railways has no liability to make part payments in any circumstances.
9. All bidders should be prepared to give a full demonstration using their men & equipment, if requested by the General Manager, Sri Lanka Railways.
10. Contractor shall be agree to resolve issues through negotiation and, if not, action will be taken to terminate the contract agreement.

5. Inspections and Tests

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

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

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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 Employer and the Service Provider, 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 Service Provider as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (d) “Day” means calendar day.
 - (e) “Completion” means the fulfillment of the supply of Service to the destination specified and completion of the Related Services by the Service Provider in accordance with the terms and conditions set forth in the Contract.
 - (f) “CC” means the Conditions of Contract.
 - (g) “Service” means the work to be performed by the Service Provider pursuant to this Contract, as described in **Scope of Work**.
 - (h) “Employer” means the entity purchasing the Service and Related Services, as specified in the Contract Data.
 - (i) “Related Services” means the services incidental to the supply of the Service, such as insurance, installation, training and initial maintenance and other such obligations of the Service Provider 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 Service to be supplied or execution of any part of the Related Services is subcontracted by the Service Provider.
 - (k) “Service Provider” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement.
 - (l) “The Project Site,” where applicable, means the placement 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 Employer as well as bidders, Service Providers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
- (i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer 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 Employer and the Service Provider 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 Service Provider and the Employer, 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 Service Provider shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Service Provider.
- 6. Joint Venture, Consortium or Association**
- 6.1 If the Service Provider is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Employer 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 Employer.
- 7. Eligibility**
- 7.1 All Service supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Service 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 Employer and the Service Provider 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 Employer or the Service Provider 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 Service 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 Employer shall pay the Service Provider any monies due the Service Provider.

11. Scope of Supply	11.1 The Service 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 Service 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 Service Provider are specified in the Contract Data.
13. Service Provider's Responsibilities	13.1 The Service Provider shall supply all the Service 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 Service Provider for the Service supplied and the Related services performed under the Contract shall not vary from the prices quoted by the Service Provider in its bid.
15. Terms of Payment	15.1 The Contract Price, shall be paid as specified in the Contract Data . 15.2 The Service Provider's request for payment shall be made to the Employer in writing, accompanied by invoices describing, as appropriate, the Service 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 Employer, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Service Provider, and after the Employer has accepted it.
16. Taxes and Duties	16.1 The Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Service to the Employer.
17. Performance Security	17.1 If required as specified in the Contract Data , the Service Provider 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 Employer as compensation for any loss resulting from the Service Provider'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 Employer in the Contract Data , or in another format acceptable to the Employer. 17.4 The Performance Security shall be discharged by the Employer and returned to the Service Provider not later than twenty-eight (28) days following the date of Completion of the Service Provider'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 Employer by the Service Provider herein shall remain vested in the Service Provider, or, if they are furnished to the Employer directly or through the Service Provider by any third party, including Service Providers of materials, the copyright in such materials shall remain vested in such third party.
- 19. Confidential Information** 19.1 The Employer and the Service Provider 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 Service Provider may furnish to its Subcontractor such documents, data, and other information it receives from the Employer to the extent required for the Subcontractor to perform its work under the Contract, in which event the Service Provider shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Service Provider under CC Clause 19.
- 19.2 The Employer shall not use such documents, data, and other information received from the Service Provider for any purposes unrelated to the contract. Similarly, the Service Provider shall not use such documents, data, and other information received from the Employer 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 Service Provider shall notify the Employer 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 Service Provider from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.
- 21. Specifications and Standards** 21.1 Technical Specifications and Drawings
- (a) The Service 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 Service' country of origin.
- (b) The Service Provider 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 Employer, by giving a notice of such disclaimer to the Employer.
- (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 Employer and shall be treated in accordance with CC Clause 32.

- 22. Packing and Documents** 22.1 The Service Provider shall pack the Service 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 Service 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 Service shall be a responsibility of the Service Provider.
- 25. Inspections and Tests** 25.1 The Service Provider shall at its own expense and at no cost to the Employer carry out all such tests and/or inspections of the Service and Related Services as are specified in the Contract Data.
- 25.2 The inspections and tests may be conducted on the premises of the Service Provider or its Subcontractor, at point of delivery, and/or at the Service' 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 Service Provider 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 Employer.
- 25.3 The Employer 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 Employer 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 Service Provider is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Employer. The Service Provider shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Employer or its designated representative to attend the test and/or inspection.
- 25.5 The Employer may require the Service Provider 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 Service comply with the technical specifications codes and standards under the Contract, provided that the Service Provider'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 Service Provider'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 Service Provider shall provide the Employer with a report of the results of any such test and/or inspection.
- 25.7 The Employer may reject any Service or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Service Provider shall either rectify or replace such rejected Service or parts thereof or make alterations necessary to meet the specifications at no cost to the Employer, and shall repeat the test and/or inspection, at no cost to the Employer, upon giving a notice pursuant to CC Sub-Clause 25.4.
- 25.8 The Service Provider agrees that neither the execution of a test and/or inspection of the Service or any part thereof, nor the attendance by the Employer or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Service Provider from any warranties or other obligations under the Contract.
- 26. Liquidated Damages**
- 26.1 Except as provided under CC Clause 31, if the Service Provider fails to deliver any or all of the Service by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Employer 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 Service 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 Employer may terminate the Contract pursuant to CC Clause 34.
- 27. Warranty**
- 27.1 The Service Provider warrants that all the Service 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 Service Provider further warrants that the Service shall be free from defects arising from any act or omission of the Service Provider 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 Service, 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 Employer shall give notice to the Service Provider stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Service Provider to inspect such defects.
- 27.5 Upon receipt of such notice, the Service Provider shall, within the period specified in the **Contract Data**, expeditiously repair or replace the defective Service or parts thereof, at no cost to the Employer.
- 27.6 If having been notified, the Service Provider fails to remedy the defect within the period specified in the **Contract Data**, the Employer may proceed to take within a reasonable period such remedial action as may be

necessary, at the Service Provider's risk and expense and without prejudice to any other rights which the Employer may have against the Service Provider under the Contract.

**28. Patent
Indemnity**

28.1 The Service Provider shall, subject to the Employer's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Employer 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 Employer 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 Service by the Service Provider or the use of the Service in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Service.

Such indemnity shall not cover any use of the Service 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 Service or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Service Provider, pursuant to the Contract.

28.2 If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in CC Sub-Clause 28.1, the Employer shall promptly give the Service Provider a notice thereof, and the Service Provider may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Service Provider fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf.

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

28.5 The Employer shall indemnify and hold harmless the Service Provider 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 Service Provider 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 Employer.

- 29. Limitation of Liability** 29.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Service Provider shall not be liable to the Employer, 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 Service Provider to pay liquidated damages to the Employer and
 - (b) the aggregate liability of the Service Provider to the Employer, 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 Service Provider to indemnify the Employer with respect to patent infringement
- 30. Change in Laws and Regulations** 30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Service Provider 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 Service Provider 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 Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service Provider. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Service Provider 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 Employer may at any time order the Service Provider 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 Service to be furnished under the Contract are to be specifically manufactured for the Employer;

- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Service Provider.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider'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 Service Provider for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Service Provider's receipt of the Employer's change order.

32.3 Prices to be charged by the Service Provider 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 Service Provider 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 Service Provider or its subcontractors should encounter conditions impeding timely delivery of the Service or completion of Related Services pursuant to CC Clause 12, the Service Provider shall promptly notify the Employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Service Provider's notice, the Employer shall evaluate the situation and may at its discretion extend the Service Provider'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 Service Provider in the performance of its Delivery and Completion obligations shall render the Service Provider 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 Employer, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate the Contract in whole or in part:
 - (i) if the Service Provider fails to deliver any or all of the Service within the period specified in the Contract, or within any extension thereof granted by the Employer pursuant to CC Clause 33;
 - (ii) if the Service Provider fails to perform any other obligation under the Contract; or
 - (iii) if the Service Provider, in the judgment of the Employer 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 Employer terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Employer may procure, upon such terms and in such manner as it deems appropriate, Service or Related Services similar to those undelivered or not performed, and the Service Provider shall be liable to the Employer for any additional costs for such similar Service or Related Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

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

34.3 Termination for Convenience

- (a) The Employer, by notice sent to the Service Provider, 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 Employer's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective

- (b) The Service that are complete and ready for shipment within twenty-eight (28) days after the Service Provider's receipt of notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining Service, the Employer 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 Service Provider an agreed amount for partially completed Service and Related Services and for materials and parts previously procured by the Service Provider.

35. Assignment

- 35.1 Neither the Employer nor the Service Provider shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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 Employer is: The General Manager, Sri Lanka Railways																								
CC 1.1 (l)	The Project Site(s)/Final Destination(s) is/are: Railway Premises near Colombo																								
CC 1.1	The name and identification number of the contract are, PROCUREMENT FOR THE CLEANING OF LAVATORIES OF LONG DISTANCE TRAINS IN SRI LANKA RAILWAYS – SRS/F. 8160																								
CC 8.1	For notices , the Employer's address shall be: Attention: Deputy General Manager (Procurement) Address: Railway Procurement Sub Department, P.O. Box 1347, Olcott Mawatha, Colombo 10. Telephone: 94 (11) 2438078 or 94(11) 4600209 Facsimile number: 94(11) 2432044 Electronic mail address: <u>srs.slr@gmail.com</u> , <u>tender2@railway.gov.lk</u> <u>pot1@railway.gov.lk</u>																								
CC 15.1	<p>Payment shall be released to the Contractor / Contractors for sections A, B & C (as per the price schedule) after submitting invoice and join inspection report signed by both SLR and the contractor, at the end of each month.</p> <p>If any contractor / Contractors shall be unable to perform as per the scope of work, full payment or certain percentage decided by the committee appointed by SLR shall be deducted from the final monthly invoice as follows.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">#</th> <th style="width: 70%;">Type of Coach</th> <th style="width: 25%;">Percentage</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Air Conditioned (AFC)</td> <td>30%</td> </tr> <tr> <td>2</td> <td>Second Class Reservation (SCR)</td> <td>20%</td> </tr> <tr> <td>3</td> <td>Second class (SC)</td> <td>10%</td> </tr> <tr> <td>4</td> <td>Third Class Reservation (TCR)</td> <td>20%</td> </tr> <tr> <td>5</td> <td>Third Class (TC)</td> <td>40%</td> </tr> <tr> <td>6</td> <td>Third Class Brake Van (TV)</td> <td>5%</td> </tr> <tr> <td>7</td> <td>Second Class Brake Van (SV)</td> <td>5%</td> </tr> </tbody> </table>	#	Type of Coach	Percentage	1	Air Conditioned (AFC)	30%	2	Second Class Reservation (SCR)	20%	3	Second class (SC)	10%	4	Third Class Reservation (TCR)	20%	5	Third Class (TC)	40%	6	Third Class Brake Van (TV)	5%	7	Second Class Brake Van (SV)	5%
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7	Second Class Brake Van (SV)	5%																							

CC 17.1	A Performance Security shall be ten percent (10%) of the contract price. Performance Security shall be released on successful completion of the contract period.
CC 25.1	The Inspections and tests shall be conducted at respective running shed / during the run.
CC 34	Successful bidder must initially execute a thorough cleaning schedule to uplift the condition of cleaning to an acceptable standard. If the contractor fails to improve the condition of cleanliness of coaches, within three month from the day of commencement of work, it will be seriously viewed by committee appointed by SLR and action will be taken for termination of contract.

Information Copy - Not for Bidding

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 Employer*], 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 Employer*] (hereinafter called “the Employer”), and
- (2) [*insert name of Service Provider*], a corporation incorporated under the laws of [*insert: country of Service Provider*] and having its principal place of business at [*insert: address of Service Provider*] (hereinafter called “the Service Provider”).

WHEREAS the Employer invited bids for certain Service and ancillary services, viz., [*insert brief description of Service and Services*] and has accepted a Bid by the Service Provider for the supply of those Service 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 Employer and the Service Provider, 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 Service Provider’s Bid and original Price Schedules
 - (f) The Employer’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 Employer to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Employer to provide the Service and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Employer hereby covenants to pay the Service Provider in consideration of the provision of the Service 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 Employer

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 Service Provider

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

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

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

Information Copy Not for Bidding

2. Performance Security

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

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

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

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- *[name of Service Provider]* (hereinafter called "the Service Provider") 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 Service Provider, 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 Service Provider]* (hereinafter called "the Service Provider") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Service 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 Service Provider, 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 Service Provider is in breach of its obligation under the Contract because the Service Provider used the advance payment for purposes other than toward delivery of the Service.

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 Service Provider 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 Service Provider under the Contract until *[insert date]*⁵¹.

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

Invitation for Bids (IFB)
SRI LANKA RAILWAYS

**PROCUREMENT FOR THE CLEANING OF LAVATORIES OF LONG DISTANCE TRAINS IN
SRI LANKA RAILWAYS – SRS/F. 8160**

1. The Chairman, Department Procurement Committee (Major) on behalf of Sri Lanka Railways, Colombo will receive sealed bids from Local interested parties for the **cleaning of lavatories of long distance trains in Sri Lanka Railways. – SRS/F. 8160.**
2. Bidding will be conducted through National Competitive Bidding (NCB) procedure.
3. Interested eligible bidders may obtain further information and inspect the Bidding Documents at the address given below from 9.00am to 3.00pm and inspect the bidding document at the address given below on working days from **22.08.2025** until **15.09.2025** from 9.00am to 3.00pm in week days.

Deputy General Manager (Procurement),
Railway Procurement Sub Department, Olcott Mawatha, Colombo 10, Sri Lanka.
Telephone Nos. : 94 (11) 2438078 or 94(11) 4600209
Fax No. : 94(11) 2432044
Email : srs.slr@gmail.com, tender2@railway.gov.lk, pot1@railway.gov.lk
Website : www.railway.gov.lk

4. The bidder shall submit documentary evidence in proof of ability and his capability as follows.
 - The bidder shall have experience of supplying labour or cleaning services to the government or semi government organizations. At least details of one such contract with a government or semi government organization within last 05 years shall be submitted along with the bid.
 - Necessary proof documents to prove labour contracts or cleaning contracts. (letter of award invoices etc) shall be submitted along with the bid.
 - A proposal of Employee allocation for this project shall be submitted along with the bid.
 - Bidder shall be submitted the procedure to ensure quality of work and list of machineries expected to use.
 - Sample of disinfectant, spray deodorant and all other chemicals willing to use during this contract shall be submitted along with the bid.
5. A complete set of Bidding Documents in English Language may be purchased by interested bidders on the submission of a written application to the address of the Deputy General Manager (Procurement), Railway Procurement Sub Department, Olcott Mawatha, Colombo 10, Sri Lanka from **22.08.2025** to **15.09.2025** up to **3.00 p.m.** on payment of a non-refundable procurement fee of **Rs. 8,000/-** only
6. All bids must be accompanied by a Bid security. Amount of Bid security shall be **Rs. 600,000/-** and shall be an unconditional guarantee issued by Bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka.
7. Pre bid meeting shall be on **04.09.2025** at **10.00am** at **Deputy General Manager (Procurement)'s Office, Colombo-10.**
8. Bids must be delivered to the address below on or before **2.00pm** on **16.09.2025** and the bids will be opened immediately after closing of the bids. Bidders or their authorized representatives are requested to be present at the opening of the bids. Late bids will not be accepted.

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

Ref. No. SRS/F. 8160

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