

ORIGINAL / DUPLICATE

SRI LANKA RAILWAYS

Procurement for the Intermediate Repair of 18 Nos. of S12 AFC Coaches

Procurement No: SRS/F.8181

BIDDING DOCUMENTS ISSUED UP TO : 01/06/2026

CLOSING / OPENING OF BIDS : 02/06/2026

Document Number:

Bidder:

Address:

.....

.....

Amount collected: Rs. 24,500.00

Receipt No : **of**

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

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| 1. Scope of Bid | <p>1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods 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.</p> <p>1.2 Throughout these Bidding Documents:</p> <ul style="list-style-type: none">(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 | <p>2.1 Payments under this contract will be financed by the source specified in the BDS.</p> |
| 3. Ethics, Fraud and Corruption | <p>3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:</p> <ul style="list-style-type: none">■ Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;■ Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official. |

3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

(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 Purchaser 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 Purchaser found any unethical practices as stipulated under ITB Clause 3.2, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

4. Eligible Bidders

4.1 All bidders shall possess legal rights to supply the Goods 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 Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods 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 **in the BDS**.

5. Eligible Goods and Related Services

5.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied 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 Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.
- 8. Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser, 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 Goods 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 goods 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 Supplier:
- (a) on components and raw material used in the manufacture or assembly of goods quoted; or
 - (b) on the previously imported goods 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 goods 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 Goods and Related Services

17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods 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 Goods and Related Services, demonstrating substantial responsiveness of the Goods 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 Goods during the

period if **specified in the BDS** following commencement of the use of the goods by the Purchaser

**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 Purchaser's satisfaction:

- (a) A Bidder that does not manufacture or produce the Goods 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 Goods to supply these Goods;
- (b) that, if **required in the BDS**, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts- stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (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 Purchaser as non responsive.

19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its 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 Purchaser. The acceptable institutes are published in the NPA website, www.npa.gov.lk.
 - (c) be substantially in accordance with the form included in Section IV, Bidding Forms;
 - (d) be payable promptly upon written demand by the Purchaser 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 Purchaser 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

- 21.1 The Bidder shall prepare one original of the documents

Signing of Bid

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 Purchaser 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 Purchaser 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 Purchaser at the address and no later than the date and time **specified in the BDS.**

23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

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

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 Purchaser 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 Purchaser 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 Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid

authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

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 Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub- Clause 24.1

26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

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 Purchaser 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 Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the

Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.

29. Responsiveness of Bids

29.1 The Purchaser'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 Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser'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 Purchaser 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 Purchaser 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 Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that the Bid is substantially responsive, the Purchaser 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 Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (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 Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

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

- (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;

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

**Technical
Evaluation**

- 32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.

**33. Conversion to
Single Currency**

- 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 Purchaser shall convert all bid prices expressed in foreign currencies into 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 Purchaser 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 Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.
- 35.3 To evaluate a Bid, the Purchaser 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 Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods 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 Purchaser 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 Purchaser 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 Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

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 Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

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

Award of Contract

- 39. Award Criteria** 39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40. Purchaser's Right to Vary Quantities at Time of Award** 40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-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 Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

INFORMATION COPY NOT FOR BIDDING

Section II. Bidding Data Sheet (BDS)

The following specific data for the goods 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 Purchaser is : The General Manager, Sri Lanka Railways
ITB 1.1	The name and identification number of this procurement are: Procurement for the Intermediate Repair of 18 Nos. of S12 AFC Coaches - SRS/F. 8181
ITB 2.1	The source of funding is: Government of Sri Lanka (GOSL)
ITB 3	Bidders are required to submit a duly completed and signed Annexure 04 Non-Collusion Declaration.
ITB 4	The bidder shall have following eligibility criteria • The bidder shall have Five (05) year experience in handling & implementation of projects successfully with government or any reputed companies. Sufficient details with proof documents shall be provided with the bid. • The bidder should have completed at least 03 projects during last 03 years in which the each value of the project is not less than 100 Million LKR. Proof document such as copies of purchase orders, Contract agreements shall be submitted along with the bid. • The successful bidder shall furnish the details of his working capital capacity for more than 350 Million LKR and documentary evidence shall be made available in form of bank confirmation for such capacity. • The bidder shall submit 03 end user certificates for machinery refurbishment project or maintenance project carried out from 03 different reputed government or private institutes during last 3 years. At least one of out of them should be taken from Railway / transport related organization. • The bidder should have a valid ISO certificate or equivalent issued by a reputed body acceptable to SLR • The bidder shall submit employee details, organization structure and employee appointment letters, EPF/ETF documents etc shall be submitted along with the bid. • The bidder shall have experience in handling at least 15 fulltime engineering staff in a workshop controlled by the bidder. Bids which do not comply with the above requirements will be rejected.

ITB 4.4	Foreign bidders <i>are not allowed to participate in bidding.</i>
	B. Contents of Bidding Documents
ITB 7.1	For Clarification of bid purposes only, the Purchaser's address is: 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) 4600202 Facsimile number: 94(11) 2432044 Electronic mail address: srs.slr@gmail.com, tender1.srs@gmail.com A prospective bidder requiring any clarification of the procurement documents may notify the purchaser in writing on or before 22/05/2026 by Fax or e-mail at the purchaser's address given above.
	C. Preparation of Bids
ITB 14.3	Add the following to ITB 14.3: Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.2 provided the bids for all lots are submitted and opened at the same time.
ITB 17	Add the following to ITB 17: 17.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements. 17.5 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
ITB 17.3	Not Applicable
ITB 18.1 (b)	After sales service is: <i>"required"</i>

ITB 19.1	The bid shall be valid until: 02/09/2026 (91 days from the date of Bid Opening)
ITB 20.1	Bid shall include a Bid Security issued by a local bank operating in Sri Lanka and approved by Central Bank of Sri Lanka included in Section IV Bidding Forms; The bidder shall submit the bid security in the prescribed format in the Section IV-Bidding Forms. Submission of bid security with any major departure from the prescribed format shall be considered as major deviation and particular bid shall be rejected.
ITB 20.2	The amount of the Bid Security shall be: <i>Rs. 1,300,000.00</i> The validity period of the bid security shall be until 30/09/2026 (119 days from the date of Bid Opening)
	D. Submission and Opening of Bids
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification marks: Procurement for the Intermediate Repair of 18 Nos. of S12 AFC Coaches Procurement Number - SRS/F. 8181
ITB 23.1	For bid submission purposes, the Purchaser's address is: Attention: The chairman Address: Department Procurement Committee (Major), Deputy General Manager (Procurement) office, Sri Lanka Railways, No. 1347, Olcott Mawatha, Colombo 10 Pre bid meeting : Date 21/05/2026 Time : 10.00 a.m. Venue: Chief Engineer (Motive Power) Sub department - Dematagoda The deadline for the submission of bids is: Date: 02/06/2026 Time: 2.00 p.m.

ITB 26.1	The bid opening shall take place at: Address: Department Procurement Committee (Major), Deputy General Manager (Procurement) office, Sri Lanka Railways, No. 1347, Olcott Mawatha, Colombo 10 Date: 02/06/2026 Time: 2.00 p.m.
	E. Evaluation and Comparison of Bids
ITB 34.1	Domestic preference <i>shall not</i> be a bid evaluation factor.
ITB 35.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: Not Applicable (b) Deviation in payment schedule: Not Applicable (c) the cost of major replacement components, mandatory spare parts, and service: Not Applicable
ITB 35.4	The following factors and methodology will be used for evaluation: Substantially responsive bids are evaluated for technical compliance and selection shall be done based on the total bid price
ITB 35.5	Not Applicable
F. Notification of Award	
ITB 41.1	Standstill Period The contract shall not be awarded earlier than the expiry of the standstill period. The standstill period shall be ten (10) working days, unless extended. The standstill period shall commence on the day following the date on which the purchaser transmits the notification of intention to award the contract to all bidders. When only one (01) bid is submitted or where the procurement is undertaken in response to an emergency situation, the standstill period shall not apply.

ITB 41	Add 41.4 The intention to award a contract will be informed by the purchaser to the bidders who participated in the procurement. Any bidder who disagrees with the decision has to submit its appeal within the Standstill Period to the appeal board. Within three (03) working days from the date of notification of above, any unsuccessful bidder may request a debriefing from the purchaser. Each appeal shall be made in writing and shall be accompanied by a non-refundable each deposit of Sri Lanka Rupees Ten Thousand (LKR. 10,000.00).
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Section III. Evaluation and Qualification Criteria

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

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

- (a) Delivery schedule : 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

3. Multiple Contracts (ITB 35.5)

Not Applicable

3. Post qualification Requirements (ITB 37.2)

Not Applicable

4. Domestic Preference (ITB 34.1)

Not Applicable

Section IV. Bidding Forms

Table of Forms

Bid Submission Form - Annex 01	27-28
Price Schedule - Annex 02.....	29-30
Bid Security (Guarantee) - Annex 03	36
Non-collusion Declaration - Annex. 04	37

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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 Chairman, Department Procurement (Major)**

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 Goods and Related Services: **Procurement for the Intermediate Repair of 18 Nos. of S12 AFC Coaches**

- (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 suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser'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) Non-collusion Declaration	
5) Document evidence to established qualifications for the Performance of the contract	
6) Document evidence of sub-contractors if any	
7) 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]*

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 Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

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PRICE SCHEDULE

Note:

1. Unless otherwise allowed under ITB Clause 15, the bidders are required to quote the prices under 'A' columns;
2. Bidders may quote prices under 'B' columns only if the ITB Clause 15 provides provisions to bid in foreign currencies for the line item
3. For jobs 4.6, 4.7, 4.8, 5.1.1, 8.1, 9.1, 9.2, 9.4, 10.1, 10.2, 10.3, 10.4, 11.2, 11.3, 11.4, 11.5, 11.6, 11.7 in column 1, the contractor should quote the price for a single coach as unit price.

1	2	3		4	5	6	7	8	9	10	11
					Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)						
					A						
Item No.	Description of Goods or related services	Quantity		Country of Origin of the Goods	Unit price per item of Col.3(inclusive of duties, sales and other taxes) Excluding VAT	Total price per total Quantity	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 5	Total Price Excluding VAT (Col 6+7)	Discounted Total price (if any) excluding VAT	VAT	Total Price Including VAT (Col. 8+10 or 9+10)
		No of Items in one Coach	Total Quantity								
1	Seat Repair										
1.1	Seat cover replacement	44	792								
1.2	Seat headrest cover installation	44	792								
1.3	Seat base foam bottom velcro replacement	44	792								
1.4	Foot paddle Top/ bottom fabric replacement	44	792								
1.5	Total seat frame, mount, handles paint	44	792								
1.6	Seat total mechanism repair/ foot paddle repair	44	792								
1.7	Operator seat fabric replacement	1	18								
1.8	Operator seat mechanism total repair	1	18								

Section IV Bidding Forms

1.9	Seat foldable table replace with arms	44	792								
1.1.1	Seat hand rest rubber strip replacement	44	792								
1.1.2	Seat frame electric wire cover installation	44	792								
2	Floor Repair										
2.1	Floor carpet replacement	1	18								
2.2	Main door floor edge repair	4	72								
2.3	Dran hole SS cover replacement	6	108								
3	Parcel Rack										
3.1	Parcel rack aluminum strip replacement	2	36								
3.2	Parcel rack curved plastic board paint	2	36								
4	Pannels and Pannel accessories										
4.1	Total Inside pannels, inside ceiling and interior intensive cleaning	1	18								
4.2	Pannel table replacement	8	144								
4.3	Installation of a removable dustbin outside the washroom	1	18								
4.4	Fire extinguisher holder repair and paint	1	18								
4.5	Electrical cubicle door and lock repair	1	18								
4.6	Repair of all damage pannels	**	18								
4.7	Rearrange all the existing numbering, lettering, boards and marks	**	18								

Section IV Bidding Forms

4.8	Painting all the pannel accessories which have been colour faded	**	18									
4.9	Spray painting the luggage rack top ceiling	2	36									
5	Washroom & Water tank											
5.1	Washroom sink bottom cover complete repair	2	36									
5.2	Washroom toilet flap and seat unit replace	1	18									
5.3	Installation of taps to the sink	2	36									
5.4	Installation of wall taps	2	36									
5.5	Installation of a small removable dustbin inside the washroom	2	36									
5.6	Paper roll holder repair	2	36									
5.7	Washroom main air exhauster and air line clean & repair	1	18									
5.8	Washroom bidet shower replacement	2	36									
5.9	Washroom drain hole cover should be replaced	2	36									
5.1.1	Any tinkering work or repair shall be attended	**	18									
5.1.2	Commode and squatting pans should be cleaning	2	36									
5.1.3	Water tank flushing and inside cleaning	1	18									
5.1.4	Commode chute repair/ replacement	2	36									
6	Doors & Windows											
6.1	Washroom & main door locks replacement	6	108									

Section IV Bidding Forms

6.2	Auto door handle paint and door surface polish	2	36								
6.3	Sliding door paint and handle replace	2	36								
6.4	Sliding door moving mechanism total repair	2	36								
6.5	All door beadings replacement	6	108								
6.6	All windows should be cleaned	16	288								
6.7	All door glasses should be cleaned	10	180								
6.8	Auto door complete mechanism and bottom door sliding rail repair	2	36								
7	Outside vestibule, roof and under carriage										
7.1	Vestibules replace (Top, right, left & top gutter)	2	36								
7.2	Passenger corridor board replace	2	36								
7.3	Autocoupler and yoke complete repair	2	36								
8	All stainless steel/ aluminum accessories										
8.1	Clean and polish all SS and aluminum surfaces and items	**	18								
9	Electric items										
9.1	All bulbs and tube lights replacement with LED lights	**	18								
9.2	All light covers cleaning	**	18								
9.3	All display replacement (15 inch)	4	72								
9.4	All plug bases and base covers replacement	**	18								
10	Outside paint and treatment										

Section IV Bidding Forms

10.1	Repair of all possible corrosion and decay of undercarriage, body and roof	**	18								
10.2	Complete outside body and roof paint	**	18								
10.3	Under carriage clean and paint	**	18								
10.4	Coach numbering	**	18								
11	HVAC unit										
11.1	Cleaning of indoor and outdoor heat exchanger	1	20								
11.2	Cleaning and dredging of drainage pipes	**	20								
11.3	Air/ gas leakage inspection and repair if needed	**	20								
11.4	Cleaning of indoor/ outdoor fans	**	20								
11.5	Inspection and cleaning of any air filters and filter dryers	**	20								
11.6	Repair of thermal insulation material	**	20								
11.7	Replacement of shockabsorbers of compressor	**	20								
11.8	Replacement of temperature sensor	1	20								
11.9	Complete repair of evaporator rubber duct	1	20								
12	Additional Requirements										
12.1	Extra seat covers	44 Nos.									
12.2	Extra seat headrest covers	792 Nos.									
	Additional Requirements for 2 Air-conditioned Restaurant cars (ARC 16421/ 16422)										
2.1	Floor carpet replacement	1	2								
3.1	Aluminum strip replacement	2	4								
3.2	Curved/ non curved plastic board paint	4	8								

Section IV Bidding Forms

4.1	Total Inside pannels, inside ceiling and interior intensive cleaning	**	2								
4.4	Fire extinguisher holder repair and paint	1	2								
4.8	Painting all the pannel accessories which have been colour faded	**	2								
6.8	Auto door complete mechanism and bottom door sliding rail repair	1	2								
8.1	Clean and polish all SS and aluminum surfaces and items	**	2								
9.1	All bulbs and tube lights replacement with LED lights	**	2								
9.2	All light covers cleaning	**	2								
9.3	All display replacement (21 inch)	2	4								
9.4	All plug bases and base covers replacement	**	2								
TOTAL											

INFORMATION

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 Headquarters,
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 Supplier]* 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 Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

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

Non-Collusion Declaration

PROCUREMENT FOR THE INTERMEDIATE REPAIR OF 18 NOS OF S12 AFC COACHES

SRS/F. 8181

Bidder's Name :

.....

I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and solemnly declare that;

- (a) I, nor any other member, agent or representative of the firm/ company/ corporation/ partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;
- (b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid (Bid No.);
- (c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

I declare that, I have not received and will not accept any discount, fee, reward, commission or anything of value, directly or indirectly, from any person, company or corporation in connection with the submission of this bid.

I further declare that, I have not given and will not give any discount, fee, reward, commission or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.

I, taking full responsibility for ensuring the absence of collusion, hereby pledge to abide by fair and ethical competitive practices throughout the entire procurement process and to fully comply with the relevant Procurement Guidelines issued by the National Procurement Commission.

I hereby declare that all the statements made by me above are true and correct.

.....

Signature of the Declarant

Section V. Schedule of Requirements

Contents

1. List of Goods and Delivery Schedule	39
2. Technical Specifications	40-45
3. Inspections and Tests	47

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1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	unit	Final (Project Site) Destination as specified in Contract Data	Delivery Date
	Intermediate Repair 18 Nos. of S12 AFC Coaches	05	Nos.	Near Colombo as Specified by SLR	4 months
	Intermediate Repair of 18 Nos. of S12 AFC Coaches	13	Nos.	Near Colombo as Specified by SLR	4 months

Technical Specification – Scope of Work

Table 1: Following items/jobs are required for repair of S 12 AFC coaches at Running shed.

Job no	Job description	No of items in one coach	Total quantity	*
1	<u>Seat Repair</u>			
1.1	Seat cover replacement	44	792	
1.2	Seat headrest cover installation	44	792	
1.3	Seat base foam bottom velcro replacement	44	792	
1.4	Foot paddle Top/ bottom fabric replacement	44	792	
1.5	Total seat frame, mount, handles paint	44	792	
1.6	Seat total mechanism repair/ foot paddle repair	44	792	*
1.7	Operator seat fabric replacement	1	18	
1.8	Operator seat mechanism total repair	1	18	*
1.9	Seat foldable table replace with arms	44	792	
1.1.1	Seat hand rest rubber strip replacement	44	792	
1.1.2	Seat frame electric wire cover installation	44	792	*
2	<u>Floor Repair</u>			
2.1	Floor carpet replacement	1	18	
2.2	Main door floor edge repair	4	72	*
2.3	Drain hole SS cover replacement	6	108	*
3	<u>Parcel Rack</u>			
3.1	Parcel rack aluminum strip replacement	2	36	
3.2	Parcel rack curved plastic board paint	2	36	
4	<u>Pannels and Pannel accessories</u>			
4.1	Total Inside pannels, inside ceiling and interior intensive cleaning	1	18	
4.2	Pannel table replacement	8	144	*
4.3	Installation of a removable dustbin outside the washroom	1	18	
4.4	Fire extinguisher holder repair and paint	1	18	
4.5	Electrical cubicle door and lock repair	1	18	*
4.6	Repair of all damage pannels	**	18	**
4.7	Rearrange all the existing numbering, lettering, boards and marks	**	18	**
4.8	Painting all the pannel accessories which have been colour faded	**	18	**
4.9	Spray painting the luggage rack top ceiling	2	36	
5	<u>Washroom & Water tank</u>			
5.1	Washroom sink bottom cover complete repair	2	36	
5.2	Washroom toilet flap and seat unit replace	1	18	
5.3	Installation of taps to the sink	2	36	
5.4	Installation of wall taps	2	36	
5.5	Installation of a small removable dustbin inside the washroom	2	36	
5.6	Paper roll holder repair	2	36	
5.7	Washroom main air exhaustor and air line clean & repair	1	18	

5.8	Washroom bidet shower replacement	2	36	
5.9	Washroom drain hole cover should be replaced	2	36	*
5.1.1	Any tinkering work or repair shall be attended	**	**	*
5.1.2	Commode and squatting pans should be cleaning	2	36	
5.1.3	Water tank flushing and inside cleaning	1	18	
5.1.4	Commode chute repair/ replacement	2	36	
6	Doors & Windows			
6.1	Washroom & main door locks replacement	6	108	*
6.2	Auto door handle paint and door surface polish	2	36	
6.3	Sliding door paint and handle replace	2	36	*
6.4	Sliding door moving mechanism total repair	2	36	
6.5	All door beadings replacement	6	108	
6.6	All windows should be cleaned	16	288	
6.7	All door glasses should be cleaned	10	180	
6.8	Auto door complete mechanism and bottom door sliding rail repair	2	36	*
7	Outside vestibule, roof and under carriage			
7.1	Vestibules replace (Top, right, left & top gutter)	2	36	*
7.2	Passenger corridor board replace	2	36	
7.3	Autocoupler and yoke complete repair	2	36	
8	All stainless steel/ aluminum accessories			
8.1	Clean and polish all SS and aluminum surfaces and items	**	18	**
9	Electric items			
9.1	All bulbs and tube lights replacement with LED lights	**	18	**
9.2	All light covers cleaning	**	18	**
9.3	All display replacement (15 inch)	4	72	
9.4	All plug bases and base covers replacement	**	18	**
10	Outside paint and treatment			
10.1	Repair of all possible corrosion and decay of undercarriage, body and roof	**	18	**
10.2	Complete outside body and roof paint	**	18	*
10.3	Under carriage clean and paint	**	18	*
10.4	Coach numbering	**	18	
11	HVAC unit			
11.1	Cleaning of indoor and outdoor heat exchanger	1	20	
11.2	Cleaning and dredging of drainage pipes	**	20	**
11.3	Air/ gas leakage inspection and repair if needed	**	20	**
11.4	Cleaning of indoor/ outdoor fans	**	20	**
11.5	Inspection and cleaning of any air filters and filter dryers	**	20	**
11.6	Repair of thermal insulation material	**	20	**
11.7	Replacement of shockabsorbers of compressor	**	20	**
11.8	Replacement of temperature sensor	1	20	
11.9	Complete repair of evaporator rubber duct	1	20	**

- * - Total quantity does not have to be replaced. Number of items which need replacement will be notified to the contractor through a handing over report for each coach. Payments will be made only for the replaced items.
- ** - These jobs should be examined by the supplier and a quotation must be given depending on the requirement per coach

Table 2: Conditions for the Jobs

Job no	Job Conditions
1	<u>Seat Repair</u>
1.1	Material should be similar to the existing fabric with high quality and durability. Design and colour should be discussed with SLR.
1.2	
1.3	High quality Velcro
1.4	Same material as 1.1 & 1.2
1.5	Spray painting should be done
1.6	Repair methods should be examined by the contractor
1.7	Same material as 1.1 & 1.2
1.8	Design of the table should be similar with the existing one
1.9	Same quality table as the existing table, total unit replacement with the locks and base
1.1.1	Rubber quality should be equivalent to the exiting
1.1.2	Electric wire cover in seats need to be replaced if missing or damaged
2	<u>Floor Repair</u>
2.1	High quality carpet, no air bubbling, no water leakage, floor drain edges should properly sealed. Carpet should match the existing carpet quality and specifications. At least 2 mm thickness in the floor carpet
2.2	Main door floor edge needs to be repaired for corrosion and painted
2.3	Drain hole SS cover should be replaced if defective and it should be properly sealed with the carpet
3	<u>Parcel Rack</u>
3.1	Same material as the existing strip
3.2	Spray paint should be applied, existing colour
4	<u>Pannels and accessories</u>
4.1	All interior surfaces including wall panel, ceiling and floor should properly be cleaned, removing any dirt, grease, or old paint.
4.2	Table should in same quality and equivalent design
4.3	Material - Stainless Steel
4.4	Same material as 4.3, spray paint with color matching to the existing colour
4.5	Locking function should be completely repaired
4.6	• Damaged panel board shall be repair or replace with existing material used. • Damaged/loosen panel shall be installed properly with sufficient number of fixtures and fasteners to withstand the heavy shocks and vibrations.
4.7	• All the numbers and letterboards need to be cleaned and polished. Letter grooves need to be re-coloured
4.8	• Ceiling light frames, other edges, stripes, tv mounts and all surfaces with faded colours need to be spray painted with existing colours

4.9	Luggage rack top ceiling should be painted to treat scratches and marks. Spray paint should be applied, the colour should match the existing ceiling colour. No colour difference should be noticed
5	Washroom
5.1	Same material as 4.3. Locks, door closing mechanism etc should be completely repaired
5.2	Slow closing toilet seat with high quality and durable materials
5.3	SS material pushbutton/ faucet type taps preferred, high quality. Non rotatable from the mount, contractor should examine the current design
5.4	High-quality stainless-steel taps (faucet type handle preferred)
5.5	Same material as 4.3
5.6	Same material as 4.3
5.8	SS material, high quality product
5.9	Similar material to the existing
5.1.2	Commode and squatting pans should be cleaned properly
5.1.3	Water tank interior should be flushed and cleaned properly. Fixing the tank should be done properly to avoid any type of water leakages. Warranty period should cover any leakages that may arise after the said repair
5.1.4	Commode chute should be repaired or replaced depending on the requirement. The quality should match the existing chute
6	Doors
6.1	High quality door locks. Same quality as the current type
6.5	Door beading material should be EPDM. Sample is required to SLR prior to work commencement. Material approval should be obtained by SLR
6.8	Door sliding rail should be properly repaired and the total door working mechanism should be repaired
7	Outside vestibule
7.1	- All the vestibules (top, left and right tubes and top rubber gutter) shall be replaced with new vestibules as per the prototype given by SLR. Top gutter fixing metal plate should be replaced with SS strip and SS bolts. - Rainwater shall not get into the compartment through vestibules.
7.3	Corridor boards should be replaced with checkered boards
8	All stainless steel/ Aluminum accessories
8.1	- All stainless steel items handrails, footboard, washroom accessories etc should be cleaned and polished - Window frames should not be removed, only polishing should be done
9.1	LED lights and bulbs should be in excellent quality and durability. Manufacturer details should be submitted
9.3	LED displays are preferred. Display should be compatible with the existing wiring conditions, amperage, voltage and the system, Contractor should check the spec before quoting
9.4	Plug bases should be in excellent quality. The specification of plug bases should comply with the existing standards. Manufacturer details should be submitted
10	Outside paint

10.2	- Window frames should not be removed - All the non-removable items should be properly covered before applying the paint - Exhauster body should be painted - Water tank, vestibule rubbers, doors need to be removed - Auto couplers and bogie should not be painted - Any tinkering/repair work required in the coach body shall be attended. (It is required clean the tinkered/repared surfaces and primer shall be applied properly) Where necessary, Cataloy paste and putty must be applied to fill imperfections, ensuring a smooth, even surface before painting begins. - Two coats of filler, two coats of the designated color code and two clear coats, acceptable to SLR to the given colour code comply with the below painting specification in the Table No:1, shall be applied. - All painting work must be carried out using the spray painting method. - Re-arrange all the existing numbering & lettering - The supplier is responsible for ensuring that all surfaces are properly leveled and cleaned, removing any dirt, grease, or old paint. This may involve sanding or scraping to achieve optimal paint adhesion. - For the roof matt paint should be used
10.3	- Rust removing and surface cleaning should be done using high pressurized water with proper cleaning chemicals. - Under frame shall be wire brushed properly - Any repairing/tinkering work required in the undercarriage including side sole bar, cross bars, middle sill etc shall be attended. - Auto coupler fixing pocket shall be refilled to the original condition. - Apply one coat of Epoxy Zinc Phosphate Primer paint (thickness 60 microns min.) and one layer of Bituminous paint with sufficient coating thickness. (Refer Table no 01) - Underframe paint should be done with spray paint or hand paint - Any components disturbing the above work shall be removed and re fixed
10.4	Coach numbering should be arranged as per the original method
11	HVAC unit (These repairs need to be done to ARC 16421/16422 coaches in addition to 18 coaches)
11.1	Condenser and evaporator should be cleaned
11.4	Cleaning of evaporator fan and condenser fans
11.6	Joint inspection should be done with shed staff and repair need to be arranged
11.8	Model PT100 E52-PT6F-T temperature sensor or equivalent high quality product should be used
11.9	The rubber duct, nuts and bolts and any tinkering work of the area should be attended. Material of the rubber should be equivalent to the existing. Any type of water leaking in to the coach through AC vents must be inspected and repaired

Table No 1: Painting Specification

Painting Location	Painting Operation	Paint type	Method of Application	Coating Thickness - DFT
Outside body of the coach and roof	Primer	Epoxy Zinc Phosphate Primer	Airless Spray	60 microns min
	Putty	Polyester 2K putty	Spatula	300 microns max
	Surface / Under coat	PU Surfacer/ Filler	Air Spray	50 microns min
	Colour coat	PU Gloss Auto paint	Air Spray	50 microns min
	Finish / Top coat	PU 2K clear coat	Air Spray	45 microns min
Under Carriage	Primer	Epoxy Zinc Phosphate Primer	Airless Spray	60 microns min
	Protection Layer	Bituminous	Hand/Airless Spray	As per requirement

Additional Requirements

- Extra 44 seat covers (related to job 1.1) should be given to SLR as spares.
- Extra 792 seat headrest covers (related to job 1.2) should be given to SLR as spares. (Material should be washable)
- The whole coach exterior/ interior should be cleaned before handing back to SLR

Additional Requirements for 2 Air-conditioned Restaurant cars (ARC 16421/ 16422)

- Below jobs from the Table 1 of technical specification – Scope of Work, should be done for the above 2 ARC coaches

Jobs for ARC coaches	Condition
2.1	Same conditions as the table 2
3.1	
3.2	
4.1	
4.4	
4.8	
6.8	
8.1	
9.1	
9.2	
9.4	
9.3	TV size – 21 inch, remaining conditions are as same as table 2

Special Conditions

1. Work must be done in a location provided by SLR
2. The contractor should bear the cost and handling of all the tools, machinery (heavy & light) and other equipment that are associated with the repair process after SLR sends the coach to the location
3. The contractor should observe the current condition of the total of 18 coaches at Running Shed, Dematagoda before submitting the bid
4. Body paint and parts must be given a warranty of 24 months
5. Energy and water consumption costs shall be borne by the contractor
6. Removed items should be handed back to SLR
7. Each coach shall be jointly inspected by the contractor and SLR to form the handing over report to agree with the existing condition immediately, before starting the repairs
8. At the completion of work on each coach, inspection will be done by SLR to accept the work for the payment.
9. All the samples of replaceable items should be presented to SLR and prior approval should be taken.
10. Initially 5 coaches will be given to the contractor after signing the contract. 4 months will be given to finish the work of 5 coaches of the first batch and afterwards, 4 coaches should be finished in a month.
11. All the works shall be carried out to the satisfaction of SLR. If quality of the work is not up to SLR expectation, SLR shall terminate the balance work to be done as per the delivery schedule
12. Warranty matters shall be attended within a day after identification the issue.

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

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

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

3. Fraud and Corruption 3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

- (i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
- (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

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

4.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3 Amendment

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

4.4 Severability

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

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

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

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

Purchaser.

- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

18. Copyright

- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

19. Confidential Information

- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.
- 19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.

21. Specifications and Standards

- 21.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

22. Packing and Documents

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

23. Insurance

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

24. Transportation

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

25. Inspections and Tests

25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.

25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such

test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

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

27. Warranty

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.3 Unless otherwise specified in the **Contract Data**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **Contract Data**.
- 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **Contract Data**, expeditiously repair or replace the defective Goods or

parts thereof, at no cost to the Purchaser.

- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **Contract Data**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**28. Patent
Indemnity**

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

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

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

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

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

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

- 28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

- 29. Limitation of Liability**
- 29.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement
- 30. Change in Laws and Regulations**
- 30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.
- 31. Force Majeure**
- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 32. Change Orders and Contract Amendments**
- 32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

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

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

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

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

33. Extensions of Time

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

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

34. Termination

34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing

the Contract.

- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

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

34.3 Termination for Convenience

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

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

Section VII. Contract Data

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

CC 1.1(h)	The Purchaser is: The General Manager, Sri Lanka Railways
CC 1.1 (l)	The Project Site(s)/Final Destination(s) is/are: Running shed, Sri Lanka Railways, Dematagoda.
CC 1.1	The name and identification number of the contract are, Procurement for the Intermediate Repair of 18 Nos. of S12 AFC Coaches – SRS/F. 8181
CC 6.1	I. In case of a Joint Venture, Leading partner shall exceed at least 60% and other partner shall exceed at least 40% of the requirements of ITB 4 II. In case of a consortium, each partner shall exceed at least 25% and the leading partner shall exceed at least 60% of the requirements of ITB 4
CC 8.1	For <u>notices</u>, the Purchaser's address shall be: Attention: Deputy General Manager (Procurement) Address: Deputy General Manager (Procurement Sub Department, P.O. Box 1347, Olcott Mawatha, Colombo 10. Telephone: 94 (11) 2438078 or 94(11) 4600202 Facsimile number: 94(11) 2432044 Electronic mail address: srs.slr@gmail.com, tender1.srs@gmail.com

CC 12.1	1) Details of Shipping and other Documents to be furnished by the Supplier are : <i>Tax Invoice</i>
CC 15.1	Payment will be made after completion of each coach. An advance payment up to 20% of the total bid price shall be considered upon submission of unconditional Advance Payment guarantee through a registered commercial bank in Sri Lanka approved by the Central Bank of Sri Lanka. 75% of the bid price shall be released after acceptance by the SLR Balance 5% of the bid price will be kept back as retention money and shall be released after the successful completion of the warranty period.
CC 17.1	A Performance Security shall be five percent (5%) of the contract price. Performance Security shall be released on successful completion of the guarantee period.
CC 25.1	The inspections and tests shall be: a) The replacing work shall be inspected by the officers appointed by the purchaser b) The purchaser and/ or his representatives shall have the right to inspect replace work in progress at any stage of replace to determine the quality, suitability or adequacy of such work. c) The contractor shall give all assistance for such inspections done by the officer of the purchaser. d) If any service done by the contractor does not conform to the Specification & Drawings or not up to the required standard, the inspector shall instruct the contractor to re-do the work without any cost to the Purchaser. If the contractor fails to do so the inspector shall impose a fine equal to two times of the agreed rate for the particular work of a coach.
CC 25.2	The Inspections and tests shall be conducted at the work site in Railway premises.

CC 26.1	The liquidated damage shall be: 0.5% per week The maximum amount of liquidated damages shall be: 5% of the contract value
CC 27	The contractor shall give two (02) years warranty from the date of acceptance. The SLR shall promptly notify the supplier/contractor in writing or any clam arising under this warranty upon receipt such notice, the contractor shall, and within a reasonable period specified or any reasonable speed repair the defective parts of the coach without cost to the SLR. If the contractor, having been notified face to the remedy the defects within reasonable period the SLR may proceed to take such remedial action as may be necessary at the contractor's risk & expense & without prejudices to any other rights which the SLR may having against the contractor under the contract. Defects, deficiencies & deviations of the specification identified at the final test run shall be corrected by the contractor without any cost to the SLR.

Section VIII. Contract Forms

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INFORMATION COPY NOT FOR BIDDING

1. Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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

2. Performance Security

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

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

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

Date: -----

PERFORMANCE GUARANTEE No.: -----

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

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

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

This guarantee shall expire, no later than the day of, 20.. ***[insert date, 28 days beyond the scheduled completion date]*** 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]*
ICB No. and title: *[insert number and title of bidding process]*

[issuing agency's letterhead]

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

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

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

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

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

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

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

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

Invitation for Bids (IFB)
SRI LANKA RAILWAYS
Procurement for the Intermediate Repair of 18 Nos. of S12 AFC Coaches Procurement
Number – SRS/F. 8181

1. The Chairman, Department Procurement Committee (Major) on behalf of Sri Lanka Railways, Colombo will receive sealed bids from Local manufacturers/suppliers for the **Procurement for the Intermediate Repair of 18 Nos. of S12 AFC Coaches** to Sri Lanka Railways.
2. Bidding will be conducted through National Competitive Bidding (NCB) procedure.
3. Interested eligible bidders may obtain further information and inspect the Bidding Documents at the address given below on working days from **11/05/2026** until **01/06/2026** from 9.00am to 3.00pm

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

Telephone Nos. : 94 (11) 2438078 or 94(11) 2400202
Fax No. : 94(11) 2432044
Email : srs.slr@gmail.com, tender1.srs@gmail.com
Website : www.railway.gov.lk

4. The Bidder shall have the capability and experience in carrying out major overhauls of industrial diesel engines in railway/marine/industrial power generation applications with a valid ISO 9001:2015 quality management system certificate or equivalent issued by a reputed body acceptable to Sri Lanka Railways related to the engine overhauling/ repair works.
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 **11/05/2026** to **01/06/2026** up to **3.00 p.m.** on payment of a non-refundable procurement fee of **Rs. 24,500/-** only
6. All bids must be accompanied by a Bid security. Amount of Bid security shall be Rs. **1,300,000/-** 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 **21/05/2026** at 10.00 am at Chief Engineer (Motive Power) Sub department, Dematagoda.
8. Bids must be delivered to the address below on or before **2.00pm** on **02/06/2026** 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),
Deputy General Manager (Procurement) office,
Sri Lanka Railways,
No. 1347, Olcott Mawatha,
Colombo 10

Ref. No. SRS/F. 8181

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