

SRI LANKA RAILWAYS

PROCUREMENT FOR DESIGN, INSTALL & COMMISSIONING OF NEW CAR CONTROL SYSTEM FOR S-9 DIESEL MULTIPLE UNIT (POWER SETS) OF SLR

BIDDING DOCUMENTS ISSUED UP TO : 18.02.2015

CLOSING / OPENING OF BIDS : 19.02.2015

DOCUMENT NUMBER: ISSUED TO:

M/S.

ADDRESS:

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AMOUNT COLLECTED: RS. 5000/-

RECEIPT NO.....

OF.....

DATE:

.....
SIGNATURE OF ISSUING OFFICER

SRI LANKA RAILWAYS**PROCUREMENT NOTICE****PROCUREMENT FOR DESIGN, INSTALL & COMMISSIONING OF NEW CAR
CONTROL SYSTEM FOR S-9 DIESEL MULTIPLE UNITS (POWER SETS) OF SRI
LANKA RAILWAYS
PROCUREMENT NO. SRS/F.7008**

01. The Chairman, Ministry Procurement Committee, Ministry of Transport, No. 1, D.R. Wijewardana Mawatha, Colombo 10, Sri Lanka will receive sealed bids from manufactures/Contractors and other capable organizations for Repairing of Car Control System of Diesel Multiple Units (Power Sets) of Sri Lanka Railways. Bidders may submit their bids directly or through an accredited agent registered in Sri Lanka and empowered by them with Power of Attorney.
02. Bids will be closed at **02.00 p.m.** (Sri Lanka time) on **19.02.2015**
03. Bids should be submitted on the forms obtainable from the Office of the Superintendent of Railway Stores, Olcott Mawatha, Colombo 10, Sri Lanka or Sri Lanka Missions abroad up to **3.00 p.m.** (Sri Lanka Time) on **18.02.2015** payment of a non refundable procurement fee of **Rs. 5,000/-** only or an equivalent sum in a freely convertible currency.
04. Bids will be opened immediately after the closing at the Transport No. 1, D.R. Wijewardana Mawatha, Colombo 10, Sri Lanka, Bidders or their authorized representatives are requested to be present at the opening of bids.
05. Sealed bids may be dispatched either by Registered post or hand delivered to:-

The Chairman,
Ministry Procurement Committee,
C/o Secretary,
Ministry of Transport,
No.1, D.R. Wijewardana Mawatha,
Colombo 10,
Sri Lanka.

06. Bidding documents may be inspected free of charge at the office of the Superintendent of Railway Stores, Olcott Mawatha, Colombo 10, Sri Lanka.

For further details please contact:

Superintendent of Railway Stores,
Railway Stores Department,
P.O. Box 1347,
Olcott Mawatha, Colombo 10,
Sri Lanka.

Tel. Nos. : 94 (11) 2438078 or 94(11) 2473328
Fax No. : 94 (11) 2432044
Email : srs.slr@gmail.com
Web Site : www.railway.gov.lk

The Chairman,
Ministry Procurement Committee,
Sri Lanka Railways

INSTRUCTIONS TO BIDDERS

(A) GENERAL

1. GENERAL INFORMATIONS

Bids are called for the work mentioned in Clause 01 of the Special Condition of Contract (SCC) and in the Procurement notice. Bids should be submitted in the forms obtainable from the offices specified in clause 02 of SCC, until the date and time mentioned in the SCC on payment of a non- refundable procurement fee indicated therein.

2. CLOSING OF BIDS

Bids shall be sealed in accordance with Clause 16 of the Instructions to Bidders. The address to which bid shall be addressed, closing time of bids, opening time of bids and the place of opening of bids are stated in Clause 02 of SCC. Bids shall be submitted before the closing time of bids. If a bidder so wishes, he may hand over the sealed bid personally or through an agent, to the officer who is authorized to accept and acknowledge it before the closing time or may be deposited in the box kept for this purpose at the address mentioned in SCC. Cl.02 before the closing time.

3. ELIGIBLE BIDDERS

The bidders shall submit certificates as per SCC CL.2(e), (i) as documentary proof of ability and capability to carry out similar work, along with the past records of carry out similar work to the other organizations according to the international standards mentioned in the specifications given in this bid document, with certificates of performance of the work carried out from user end.

4. ONE BID PER DOCUMENT

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

5. COST OF BIDDING

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

(B) BIDDING DOCUMENTS

6. (a) CONTENTS OF BIDDING DOCUMENT

The bidding documents are those stated below:

1. Invitation for Bids – Procurement Notice
2. Instructions to Bidders (ITB)
3. General Conditions of Contract (GCC)
4. Special Conditions of Contract (SCC)
5. SLR Specification
6. Schedule of Requirements and Price Schedule
7. Form of Bid Security
8. Form of Performance Security
9. Form of Bid
10. Form of Contract.

(b) BIDDERS ARE REQUESTED TO: -

(i) Submit the following documents with the required information, arranged in the given order.

- 1 Covering Letter (If any).
- 2 Bid Security – Clause. 12 Instructions to Bidders.
- 3 Power of Attorney. (Where applicable) CL. 16- Instructions to Bidders.
- 4 Certificate of Registration with the Registrar of Contracts (where applicable) CL. 15- Instructions to Bidders.
- 5 Official Bidding Document Cl.1 – Instructions to Bidders.
- 6 Documentary evidence in proof of manufacturer's/bidder's ability and the past experience in manufacturing / supplying similar goods Cl.3 – Instructions to Bidders.
- 7 Brochures, Catalogues etc.
- 8 Any other applicable document such as technical support provided by the contractor.
- 9 Quality System Certificate of ISO 9001:2008 or other equivalent International Quality Management Certificate.

(ii) All pages of bidding document submitted shall be numbered, and indicate the page numbers appropriately in the form of Bid.

(iii) The bid shall not contain interlineations, erasures or over writing except as necessary to correct errors made by the bidder, in which case, such corrections shall be initialed by the person or persons signing the bid.

(iv) The Bid prices / rates shall be in words as well as in figures, and if there is a discrepancy between those, the amounts written in words shall be taken as correct.

(v) Bidders should follow the above instructions on the bid carefully and any failure will result the bid being treated as non-responsive.

7. CLARIFICATION OF BIDDING DOCUMENTS

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

8. AMENDMENT OF BIDDING DOCUMENTS

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

(C) PREPERATION OF BIDS**9. LANGUAGE OF BID**

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

10. CURRENCIES OF BID

Bidder shall quote the currency in which the payment is required.

11. BID VALIDITY

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

12. BID SECURITY

- (a) The bidder shall furnish, as part of his bid, and on demand a bid security specified (or) equivalent amount in freely convertible currency in SCC clause 04.
- (b) The bid security shall be in the form of Bank Guarantee from a Registered Bank in Sri Lanka acceptable to the SLR.
- (c) The format of the Bank Guarantee shall be in accordance with the form of bid security included in appendix "A".
- (d) Bid security shall remain valid for a period of 150 days from the date of opening of bids. However the bidder should agree to extend this period of validity if requested by the SLR
- (e) The Bid Security of a joint venture must be in the name of the joint venture submitting the bid.
- (f) Any bid not accompanied by an acceptable bid security, will be rejected by the SLR as non-responsive.
- (g) The bid security may be forfeited,

I. If a bidder withdraw his bid during the period of bid validity specified by the bidder on the bid form or,

II. In the case of successful bidder, if the bidder fails

- (i) To sign the contract in accordance with clause 27 of ITB
or
- (ii) To furnish the performance security in accordance with clause 07 of GCC.

The bid securities of unsuccessful bidder will be returned as promptly as possible. The bid security of the successful bidder will be returned once the execution of the contract is completed and the performance bond is furnished by him.

13. FORMAT AND SIGNING

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

14. REGISTRATION OF CONTRACT

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

15. AGENT TO HOLD POWER OF ATTORNEY

Offers from agents representing principal manufacturers abroad, will not be considered, unless they hold the power of attorney from the principal manufacturer empowering the agent to offer and enter into a valid Agreement on behalf of the principal, and to fulfill all the terms and conditions of the contract, in the event of the offer being awarded.

Nomination of agent/s after the submission of the bid will not be accepted. Local agent nominated at the time of bidding shall not be changed within the period of contract.

16. SEALING & MARKING

1. The bidder shall seal the original and the copy of the bid in two separate envelopes duly marking as “ORIGINAL” and “COPY”. Envelopes containing both original and the copy shall be sealed in one outer envelope.
2. The inner and outer envelopes shall –
 - a) Be addressed to the Chairman, Ministry Procurement Committee as described in clause 2 of the SCC.
 - b) Bear the name of the contract as defined in the bidding documents and other particulars.

in addition to the identification required in sub-clause 17-2 (b) (ITB) the inner envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is declared late, pursuant to clause 19 (ITB).

If the outer envelope is not sealed and marked as above, the SLR will assume no responsibility for the misplacement or premature opening of the bid.

17. DEADLINE FOR SUBMISSION OF BIDS

Bids must be received by the Chairman of the Ministry Procurement Committee at the address specified in clause 02 of SCC in the bidding documents not later than the time and date stipulated therein.

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

18. LATE BIDS

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

19. MODIFICATION, SUBSTITUTION AND WITHDRAWAL

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

The bidder’s modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of clause 17 of the ITB, with the outer and inner envelopes additionally marked “MODIFICATION”, “WITHDRAWAL” or “SUBSTITUTION” as appropriate. No bid may be modified by the bidder after the deadline for submission of bids.

(D) BID OPENING AND EVALUATION

20. BID OPENING

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

21. CLARIFICATION OF BIDS

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

22. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

Prior to the detailed evaluation of bids, the SLR will determine whether each bid; (a) meets the eligibility criteria stipulated in the bid documents; (b) has been properly signed; (c) is accompanied by the required securities; (d) is substantially responsive to the requirements of the bidding documents; and (e) provide any clarification and/ or substantiation that the SLR may require to determine responsiveness; and (f) is accompanied by copies of the ISO 9001:2000 certificate, issued by an accredited Certification Organization for the similar work (if required in the SLR specification) in the bid documents.

23. CORRECTION OF ERRORS

Bids determined to be substantially responsive will be checked for any arithmetic errors and will be corrected.

24. EVALUATION AND COMPARISON OF BIDS

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

25. SLR RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The SLR reserves the right to accept or reject any bid or to accept part thereof, and to annul the bidding process and reject all bids, at any time prior to award of contract or to place an order for a reduced quantity without thereby incurring any liability to the affected bidder or bidders or any obligation to inform to the affected bidder or bidders of the grounds for the purchaser's action.

26. NOTIFICATION OF AWARDS

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

27. SIGNING OF AGREEMENT

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

All expenses incurred in the preparation of the agreement will be borne by the General Manager, Sri Lanka Railways and stamp duty to be paid to the Commissioner General of Inland Revenue and registration fees to register the contract under the Public Contract Act No. 3 of 1987 shall be borne by the successful bidder.

- 28.** Bill of quantities for each Car Control System of DMUU should be forwarded separately along with the Bid as given in the form of bid/bill of quantities.

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 In this procurement, the following terms shall be interpreted as indicated:

- (A) "The Contract" means the agreement entered into by and between the SLR and the Contractor, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (B) "The Contract Price" means the price payable to the successful bidder under the Contract for the full and proper performance of its contractual obligations.
- (C) "The Goods" means the materials which the Contractor is required to supply to the SLR under the contract.
- (D) "The Service" means those services ancillary to the supply of the goods, such as transportation and insurance and any other incidental service and other such obligations of the Contractor covered under the Contract.
- (E) "GCC" means the General Conditions of Contract contained in this section.
- (F) "SCC" means the Special Conditions of Contract.
- (G) "SLR" means the General Manager, Railways of the Democratic Socialist Republic of Sri Lanka.
- (H) "The Contractor" means the individual or firm who Carried out the work.
- (I) "Day" means Calendar day.
- (J) "Month" means calendar month.
- (K) "Work." means repair of Car Control System of DMUU.

2. APPLICATION

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

3. STANDARDS

The work carried out under this contract shall conform to SLR specifications issued with this bidding document. The bidder shall submit the specifications in detail of the materials used by them, and in lieu of same statements issued by the bidders agreeing to comply with SLR Specification will not be accepted. According to the SLR specifications in the bidding document, copies of the ISO 9001:2008 certificates issued by an accredited certification organization for the manufacturing/repairing/designing of the items shall be submitted with the offer.

4. USE OF CONTRACT DOCUMENT AND INFORMATION.

4.1 The Successful bidder shall not, without SLR prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the SLR in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

4.2 The successful bidder shall not without the SLR prior written consent, make use of any document item or information or information enumerated in GCC Clause 4.1 except for purposes of performing the contract.

4.3 Any document other than the contract itself, enumerated in GCC Clause 4.1 shall remain the property of the SLR and shall be returned (in all copies) to the SLR on completion of the successful bidders performance, under the contract if so required by the SLR

5. PATENT RIGHTS.

The successful bidder shall indemnify the SLR, any and all claims at any time arising on account of patent rights or royalties whether from manufacturer or others, from the use in the Democratic Socialist Republic of Sri Lanka of the patented or royalty of goods supplied.

6. PERFORMANCE SECURITY

6.1 Within twenty one (21) days of receipt of the notification of award of the contract, the successful bidder shall furnish to the SLR the performance security in the amount specified in clause 05 of SCC as the security for the due performance of the contract.

6.2 The proceeds of the performance security shall be payable to the SLR as compensation for any loss resulting from the supplier's failure to complete his/their obligations under the contract.

6.3 The performance security shall be denominated in the currency of the contract, in a freely convertible currency acceptable to the SLR or in Sri Lanka Rupees and shall be in the form of a guarantee, issued by a registered bank operating in Democratic Socialist Republic of Sri Lanka acceptable to the SLR, in the form provided in appendix "B" of the bidding documents.

6.4 The performance security will be discharged by the SLR and returned to the Contractor on the successful completion of the Contractor's performance obligations under the contract, including any warranty obligations. Unless specified otherwise in SCC.

7. INSPECTIONS AND TESTS

After modified Car Control System of DMUU the inspection and testing shall be carried out by inspector appointed by SLR or the Railway Staff at Rathmalana workshop prior to final acceptance and payment specified in Cl.09 (b) of SCC.

- a) Pre-shipment inspection shall be carried out by the inspector/inspection party nominated by SLR.
- b) Modified Car Control System of DMUU shall be completed in every respect and readily available for assembling of the DMUU.
- c) Visual examination shall be carried out to satisfy that the modified work has been executed so as to give the Car Control System of DMUU a good finish.
- d) Performance test shall be carried out to satisfy that the Car Control System of DMUU perform satisfactorily with the rated power supply. The Car Control System of DMUU will be assembled to the DMUU at RML work shop and put in to service. The acceptance certificate for the new Car Control System of DMUU will be issued by Chief Mechanical Engineer after successfully completing the one month period in service.

8. PACKING

- 8.1 The Contractor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall be taken into consideration, where appropriate, the remoteness of goods, final destination and the absence of heavy handling facilities at all point in transit.
- 8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any specified in SCC and in any subsequent instructions ordered by the SLR.

09. DELIVERY AND DOCUMENTS

- 9.1 The work should be completed within the period specified in SCC clause 7. The successful bidder who fails to do so will be liable for payment of liquidated damages in terms of GCC clause 15 &16 and SCC clause 10.

10. WARRANTY

- 10.1 The Contractor shall warrant that the material use for the work carried out under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials, unless provided otherwise in the contract. The Contractor, further, shall warrant that all work carried out under this contract shall have no defect arising from design, materials, or workmanship (except when the design and /or material is required by the SLR specifications) or from any act or omission of the Contractor, that may develop under normal use of the work carried out under normal use of the country of final destination.
- 10.2 This warranty shall remain valid for a period of time specified in clause 8 of SCC after the work, or any portion thereof as the case may be, have been completed to and accepted at the final destination indicated in the contract, unless specified otherwise in SCC.
- 10.3 SLR shall promptly notify the Contractor in writing or any claims arising under this warranty.
- 10.4 Upon receipt of such notice, the Contractor shall, within the period specified in SCC clause 8 and with all reasonable speed, repair the defective goods or parts thereof, without costs to the SLR.
- 10.5 If the Contractor, having been notified, fails to remedy the defect(s) within 3months from the date of notification, SLR may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the SLR may having against the Contractor under the contract.

11. PAYMENTS

- 11.1 The method and conditions of payment to be made to the Contractor under this contract shall be specified in SCC clause 9.
- 11.2 The Contractor's request (s) for payments shall be made to the SLR in writing accompanied by an invoice describing as appropriate, the work carried out and services performed, (and by documents submitted pursuant to GCC Clause 9) and upon fulfillment of other obligations stipulated in the Contract

- 11.3 Payment will be made in the currency or currencies in which the payment has been requested in the Contractor's bid subject to exchange contract regulations in Sri Lanka.

12. PRICES

Prices charged by the Contractor for work carried out and services performed under the contract shall not vary from the prices quoted by the Contractor in his bid.

13. MODIFICATION

No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.

14. ASSIGNMENT

The Contractor shall not assign, in whole or in part, his obligations to perform under the contract.

15. DELAY IN THE CONTRACTOR'S PERFORMANCE

- 15.1 Delivery of the goods and performance of services shall be made by the Contractor in accordance with the time scheduled prescribed by the SLR in clause 9.1 under GCC.
- 15.2 If at any time during performance of the contract the Contractor should encounter conditions impeding timely delivery of the goods and performance of services, the Contractor shall promptly notify the SLR in writing of the delay, its likely duration and its cause (s). As soon as practicable, after receipt of the Contractor's notice, SLR shall evaluate the situation, and may at his discretion extend the Contractor's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

16. LIQUIDATED DAMAGES.

Subject to GCC Clause 15.1, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, SLR shall, without prejudice to other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to the percentage specified in SCC of the contract price of the delayed goods or unperformed services for each week or part thereof for delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the SLR may consider termination of the contract pursuant to GCC Clause 17.

17. TERMINATION

- 17.1 SLR, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, may terminate this contract in whole or in part.
- (a) If the Contractor fails to carry out the work within the period(s) specified in the contract, or within any extension thereof granted by the SLR pursuant to GCC Clause 16 or
 - (b) If the Contractor fails to perform any other obligations under the contract.
- 17.2 In the event, SLR terminates the contract in whole or in part, pursuant to GCC Clause 18.1 SLR may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Contractor shall be liable to the SLR for any excess costs for such similar goods and services.

18. FORCE MAJEURE

- 18.1 Notwithstanding the provisions of GCC Clause 15, 16 and 17, the Contractor shall not be liable for forfeiture of his performance security, or subject to liquidated damages or termination for default if his delay in performance to an extent or other failure to perform his obligation under the contract is result for an event of Force Majeure.
- 18.2 For purpose of this clause “Force Majeure” means and event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to act of God, Wars, Revolutions, Fires Blockage, Embargo, Insurrection, Mobilization, Governmental direction or Intervention, Act of Civil, Naval or Military authorities or other agencies or Government Riots, Civil Commotion, War like Conditions, Labour Troubles (Including Strikes), Sabotage Epidemics, Quarantine Restrictions and Freight Embargoes
- 18.3 If a Force Majeure situation arises, the Contractor shall promptly notify the SLR in writing of such condition and the cause thereof. Unless otherwise directed by SLR in writing, the Contractor shall continue to perform his obligations under the Contract as far as is reasonably practicable and shall all reasonable alternative means for performance not prevented by the Force Majeure event.

19. TERMINATION FOR INSOLVANCY

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

20. RESOLUTION OF DISPUTES.

- 20.1 SLR and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract. However, if such disputes cannot be settled, they shall be referred to arbitration.
- (a) The arbitral tribunal shall comprise three arbitrators appointed as follows:-
- i. Any party to this agreement desiring to refer such dispute to arbitration shall send a notice nominating an arbitrator to the other party.
 - ii. Within 30 days of receiving a notice of the nomination of an arbitrator by a party to the other party or parties shall appoint an arbitrator and the two arbitrators so nominated shall appoint a third arbitrator who shall function as Chairman of the Arbitral Tribunal.
 - iii. If either party fails to nominate an arbitrator within 30 days of receiving notice of the nomination of an arbitrator by the other party, such other party may apply to the High Court in terms of the Arbitration Act No.11 of 1995 for the appointment of The Arbitrator.
 - iv. If the two arbitrators nominated by the parties fail to agree upon, a third arbitrator within thirty days of the nomination of the second arbitrator, the appointment shall be made upon the application of a party by the High Court.
 - v. In the event of a vacancy arising due to the death resignation or refusal to act of an Arbitrator, or where in arbitrator become in capable of performing his functions, another arbitrator shall be appointed in like manner to fill such vacancy.
- (b) Such arbitration shall be held in Colombo, Sri Lanka and shall be subject to the provisions of the Arbitration Act No. 11 of 1995.

- (c) The procedure to be followed at such arbitral proceeding shall be agreed upon by the Parties or, in the absence of such agreement, shall be determined by the Arbitral Tribunal.
- (d) In the event of a failure by either party to comply with procedure or any procedural order made by the Arbitral Tribunal, the Arbitral Tribunal shall have the power to proceed with the arbitration notwithstanding such default and to deliver its award.
- (e) The award or any procedural order of the Arbitral Tribunal shall be made by a Majority of the arbitrators and in the absence of such majority the presiding arbitrator shall make award as if he were a sole arbitrator.

21. GOVERNING LANGUAGE

The Contract shall be written in English Language. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in same language.

22. RECOVERY OF DUES

SLR may deduct money payable to the Contractor under this contract. Any money payable by him to the Democratic Socialist Republic of Sri Lanka or may recover by action law.

23. APPLICABLE LAW

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

24. NOTICES

- 24.1 Any notice given by one party and other pursuant to this contract shall be sent to the other party in writing or by facsimile or e-mail address and confirmed in writing to the other parties address specified in SCC.
- 24.2 A notice shall be effective when delivered or on the notice's effective date whichever is later.

SPECIAL CONDITIONS OF CONTRACT

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

1. SCOPE OF BID.

Bids are invited, by the Chairman, Ministry Procurement Committee, Ministry of Transport, No. 1, D.R. Wijewardana Mawatha, Colombo 10, Sri Lanka from the parties eligible to quote for the modified of Car Control System of Diesel Multiple Units (Power Sets) of Sri Lanka Railways as detailed in the Schedule of Prices and bill of Quantities and the Technical Specification given in the Appendix "D" attached to this Bidding Document.

2. ISSUE OF DOCUMENTS CLOSING TIME OF BIDS AND ELIGIBLE BIDDERS (CLAUSE 1,2 & 3 OF INSTRUCTIONS TO BIDDERS)

- a) Bidding Document shall be issued from the Office of the Superintendent of Railway Stores, Olcott Mawatha, Colombo 10 and/or Sri Lanka and/or Sri Lanka Missions Abroad in Appendix "E" to this document up to **3.00 p.m. (Sri Lanka Time) 18.02.2015** on payment of non refundable procurement fee of LKR. 5000/- or an equivalent sum in a freely convertible currency.
- b) Bid forms shall not be issued to any person whose name is in the list of Government Defaulting Contractors, individually or jointly with any other persons.
- c) Bids sealed in accordance with clause 17 under Instructions to the Bidders, shall be addressed to the following address:-

The Chairman,
Ministry Procurement Committee,
C/o Secretary, Ministry of Transport
No.01, D.R.Wijewardana Mawatha,
Colombo 10,
Sri Lanka
- d) Bid shall be closed on **19.02.2015 at 2.00 p.m. (Sri Lanka Time)** at the Ministry of Transport, No. 01, D.R. Wijewardana Mawatha, Colombo 10, Sri Lanka and shall be opened immediately after closing of Bids.
- e) I) The bids shall be under taken by firms certified to ISO 9001 : 2000 or and equivalent international Quality Management System Slandered acceptable to the SLR. The Quality Management Certificate is not acceptable if the period of validity mentioned therein has ceased at the time of submission of offer.

3. CLARIFICATIONS (CLAUSE- 07 INSTUCTIONS TO BIDDERS)

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

4. BID SECURITY : (CLAUSE – 12 INSTUCTIONS TO BIDDERS)

The amount of bid security shall be Rs. 250,000.00 or equivalent amount in freely convertible currency.

5. PERFORMANCE SECURITY : (GCC CLAUSE 6)

The amount of performance security, shall be five percent (5%) of the contract price. Performance Security shall be released on successful completion of the guarantee period.

6. INSPECTION AND TEST: (GCC CLAUSE 7)

All inspection work shall be performed by a Chief Mechanical Engineer of SLR, herein after referred to as the "Inspector".

- a) Where specified, the work shall be inspected by the Inspector, who may approve or reject the work, and if the work is found defective or inferior in quality or differing in form or material from the requirements of the contract it may be completely rejected.
The Contractor shall, at his own expense and within the time for delivery specified in the contract, repair to the satisfaction of the Sri Lanka Railways, the material so rejected.
- b) Before proceeding to execute any work the Contractor shall obtain the inspector's approval for the manner in which the Contractor proposes to execute each portion of the work, and shall furnish such drawings or information as the inspector shall require.

7. DELIVERY & DOCUMENTS (GCC CLAUSE 9)

- a) Modification of first two DMU to be completed within 9 months period and each one of the rest within less than 03 months each.
- b) 2 DMUs will be allowed for modification initially. After considering the performance of the initial modification, total up to 5 numbers of DMUS can be considered to release for modification under this contract.
- c) If contractor fail to complete the modification within the stipulated period as specified in clause 07 (a), 1% of contract value will be deduct per week from the bid security as specified in clause 04 SCC.

8. WARRRANTY :- (GCC CLAUSE 10)

1. Five (05) years service warranty for new control system including software installed (newly replaced items) should be given. Warranty effective date should be the CME's acceptance letter dated for relevant DMU.
2. During warranty period, if failure is reported in new control system, suppliers staff should be immediate attend to rectify the failure. Further, warranty should be extended for an equal period during when the DMU is stopped from service.

9. PAYMENT (GCC CLAUSE 11)

9.1. Payment made as follows:

- a) 20% of the contract value of the modification of Car Control system for each DMUU (less Local Agents commission) shall be paid through irrevocable and without recourse letter of Credit opened in favour of the Supplier upon submission of documents specified in SCC Clause 7 above and in the Letter of Credit.
Supplier shall provide unconditional advance payment bank guaranty before release the 20% advance payment from a reputed registered bank operating in Sri Lanka.
- b) 75% of the Contract price of the consignment shall be paid upon installation and successful commissioning and acceptance of the modified Car Control System of DMUU by the Purchaser against a certificate of acceptance issued by the Chief Mechanical Engineer of Sri Lanka Railways.
- c) The balance 05% of the contract price shall be paid on completion of the contract pursuant to Clause 08 of SCC.
- d) Payment shall be made based on the number of DMU released for modification and completion. Initially payment shall be made for first 02 DMUU modification. Then payment shall be released one by one when each DMU completed satisfactory.

10. LIQUIDATED DAMAGES (GCC CLAUSE 16)

Applicable rate is one half percent (0.5%) per week, and the maximum deduction under this clause shall be five percent (5%) of the Contract Value.

11. NOTICES (GCC CLAUSE 24)

SLR address for notice purposes is as follows:-

General Manager,
Sri Lanka Railways,
Railway Head quarters,
P.O.BOX 355, Colombo 10,
Sri Lanka.

12. LOCAL AGENT

The Bidder shall declare the name and address of Local Agent, if any, and the amount to be paid to the Local Agent as their commission which shall be included in the total FOB price and confirm having done so. The Local Agent's commission will be paid in Sri Lanka Rupees on completion of shipment at the rate of exchange prevailing on the date of negotiation of the documents by the supplier.

FORM OF BID

The Chairman,
 Ministry Procurement Committee,
 C/o Secretary, Ministry of Transport
 Ministry of Transport
 No.01, D.R. Wijewardena Mawatha,
 Colombo 10,
 Sri Lanka.

**PROCUREMENT FOR DESIGN, INSTALL & COMMISSIONING OF NEW CAR CONTROL
 SYSTEM FOR S-9 DIESEL MULTIPLE UNIT (POWER SETS) OF
 SRI LANKA RAILWAYS
 PROCUREMENT NO. SRS/F.7008**

1. I / We, the undersigned, having read and fully acquainted myself/ ourselves with the contents of the "Information and Instructions to Bidders and Terms and Conditions of Contract" pertaining to the above bid, along with schedule thereto, do hereby undertake to carry out the work the referred to therein, in accordance with the aforesaid Instruction, Terms and Conditions for a total Bid Price of.....
 (in words.....).The makeup of the aforesaid Total Bid Price is given in the accompanying Price Schedules.

2. I / We confirm that this offer shall open for acceptance until(Insert the date) and that it will not be withdrawn or revoked prior to that date.

3. I / We submit the following documents as part of my / our bid as per ITB Cl 6b.

<u>Description.</u>	<u>Page Nos.</u>
I. Covering letter (if any)
II. Bid Security - Clause 12 instructions to bidders.
III. Legally executed Power of Attorney (where applicable) Cl 16 - instructions to bidders
IV. Certificate of Registration with the Registrar of Contracts (where applicable)Cl 15 instructions to bidders
V. Official bidding document Cl. 1 - instructions to bidders
VI. Certificate of Performance in supplying Cl. 3 - instructions to bidders
VII. Contractors own specification - Cl.3 of GCC
VIII. Quality management system standard certificate
IX. Brochures, Catalogues etc.
X. Any other applicable document such as Technical Support provided by the Contractor.

4. I / We understand that you are not bound to accept the lowest bid and that you reserve the right to reject any or all bids or to accept any part of a bid without assigning any reasons therefore.

5. My/ Our Bank reference is as follows:

.....
 Signature of Bidder

Date.....:

Name of Bidder.....

Postal Address:

.....

Email Address:

Telephone Number:

Cable: Fax:

**BILL OF QUANTITIES / FINANCIAL SCHEDULE FOR DESIGN, INSTALL & COMMISSIONING OF NEW CAR CONTROL SYSTEM FOR S-9 DIESEL
MULTIPLE UNIT (POWER SETS) OF SRI LANKA RAILWAYS
PROCUREMENT NO. SRS/F.7008**

ITEM NO	DESCRIPTION	WORK	UNIT PRICE QUOTED	TOTAL PRICE QUOTED	
01	Design, install and commissioning of new Car Control System for S-9 class Diesel Multiple Units to control from both ends	<u>First two DMU</u> In words			
		In figures			
		<u>3rd DMU</u> In words			
		In figures			
		<u>4th DMU</u> In words			
		In figures			
		<u>5th DMU</u> In words			
		In figures			
		Grand Total for all 5 DMUU			

N.B.

Bidders shall submit the following details. All matters related to the price shall be indicated in this form. Bidders shall fill all the columns in this form.

- a) Name and Address of the Local Agent.....
Phone No..... Fax No..... E-Mail.....
- b) Percentage of the price payable to the Local Agent as commission:
(Local Agent's commission shall be included in the Value).....
- c) Whether price reduction / discount is applicable, if so, the details.....

Date:.....

CSCL : Ceylon Shipping Corporation Ltd

Signature of Bidder:

Name and Address of the Bidder:

(Rubber Stamp should be affixed here)

SPECIMEN FORM OF BID SECURITY GUARANTEE

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

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

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

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

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") Clause 23 of the ITB; or
- (c) having been notified of the acceptance of its Bid by the Employer/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)}

SPECIMEN FORM OF PERFORMANCE GUARANTEE

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

Beneficiary: {Name and Address of Employer}

Date:

PERFORMANCE GUARANTEE NO.:

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

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

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

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

.....
{Signature(s)}

CONTRACT AGREEMENT**PROCUREMENT FOR DESIGN, INSTALL & COMMISSIONING OF NEW CAR CONTROL SYSTEM FOR S-9 DIESEL MULTIPLE UNIT (POWER SETS) OF SRI LANKA RAILWAYS AGREEMENT NO. SRS/F.7008**

This Agreement is made and entered into on thisDay of.....Two Thousandby and between..... (name of the person on behalf of the Purchaser). The General Manager of Sri Lanka Railways, Olcott Mawatha, Colombo 10, Sri Lanka, (hereinafter called and referred to as "The General Manager/") which term or expression as herein used shall as and where the context so requires or admits of construction, mean and include the said.....(name of person on behalf of the Purchaser) as the General Manager, as aforesaid and his successors in the said office for the time being and the Officers, who for the time being are acting in the Office of or are performing the functions now exercised by the Sri Lanka Railways herein for and on behalf of the Government of the Democratic Socialist Republic of Sri Lanka of the ONE PART and(name of the Company or person) (a Company duly incorporated under the Laws of And having its Principal place of business at (hereinafter called and referred to as "The Supplier) which term or expression as herein used shall as and where the context so requires or admits of construction mean and include the said..... (name of the person on behalf of the supplier) . The Supplier, its successors and permitted assigns of the OTHER PART.

Whereas the General Manager has invited bids for the modification of car control system of diesel multiple units more fully described in the schedule (annexed hereto marked X-1) to Sri Lanka Railways and the General Manager has accepted the Offer No.....dated.....submitted by the Supplier at a Total.....cost of(accepted value of the goods) only (hereinafter called "The Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS;

01. The words and expression hereinafter referred to shall have the meaning assigned to them in the General Conditions of Contract and Special Conditions of Contract of the Bidding Document which is part and parcel of this Agreement.
02. The following documents shall be deemed to form, be read with and construed as part and parcel of this Agreement.
 - a) The bidding document, which consist of General Conditions of Contract, Special Conditions of Contract , Instructions to Bidders, Bill of Quantity/Price Schedule, Specification No.....and Drawing No.....(annexed hereto marked X-2).
 - b) Offer No.....date.....by the Supplier (annexed hereto marked X-3).
 - c) Letter of Award sent by the Purchaser to the Supplier bearing No..... dated..... (annexed hereto marked X-4).
 - d) The Supplier's acknowledgement No..... dated.....to the Letter of Award aforesaid (annexed hereto marked X-5).
 - e) Memorandum of understanding (if any) (annexed hereto marked

- 03. The Supplier shall supply the goods in conformity in all respects with provisions of the contract more fully described in the General Conditions of Contract, Special Conditions of Contract, Specification and the Drawings aforesaid, in consideration of the payments to be made by Sri Lanka Railways to the Supplier hereinafter mentioned.
- 04. Sri Lanka Railways shall pay the Supplier, the Contract Price at the times and in the manner described by the aforesaid Conditions of the Contract in consideration of the supply of goods.
- 05. This Agreement shall come into operation only upon the furnishing of the Performance Bond by the Supplier and the Establishment of the Letter of Credit by the Purchaser and signing of this Contract by both Parties.
- 06. All notices and or communications to be served by either Party to this Contract shall be served at the following addresses:

General Manager, Sri Lanka Railway's Address

General Manager,
Sri Lanka Railways,
P.O.Box 355,
Olcott Mawatha, Colombo,
SRI LANKA.

TELEPHONE No: 94 1 2431177

FAX NO: 94 1 2446490

E-mail: srs.slr@gmail.com
gmrslr@sltnet.lk

Supplier's Address

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

Telephone No:

Fax No.

E-mail:

IN WITNESS WHEREOF the General Manager, Sri Lanka Railways acting herein for and on behalf of the Democratic Socialist Republic of Sri Lanka has set its hand and the Supplier has caused its common seal to be affixed hereunto and two others of same tenor and date as these present on the date and at the place hereinafter mentioned.

At Colombo, Sri Lanka on thisday of.....Two Thousand.....

.....
On behalf of the

.....
The General Manager,
Sri Lanka Railways for and on
behalf of the Democratic
Socialist Republic of Sri Lanka.

WITNESS:

01. Signature:.....

01. Signature:.....

Name:.....

Name:.....

Address:.....

Address:.....

02. Signature:.....

02. Signature:.....

Name:.....

Name.....

Address:.....

Address:.....

At Colombo, Sri Lanka on thisday ofThousand

The Common Seal of.....

Is affected hereto in the presence of.....

Who do hereby attest the sealing thereof.

.....

SRI LANKA RAILWAYS TECHNICAL SPECIFICATION TO DESIGN, INSTALL & COMMISSIONING OF NEW CAR CONTROL SYSTEM FOR S-9 DIESEL MULTIPLE UNIT (POWER SETS) OF SRI LANKA RAILWAYS
PROCUREMENT NO. SRS/F.7008

Specification to design, install and commissioning of new Car Control System for S9 Class Diesel Multiple Units

General System Description:

Class S9 DMU consists of AC-DC electrical transmission system, 4 traction motors in full parallel connection with main generator and full magnetic field working. Auxiliary generator gear coupled with diesel engine supplies battery charging and hotel load of the train.

- Diesel engine type: MTU 12V 396 TC14 with 1500 rpm
- Governor: Electronic MTU Governor ECS 396
- Normal operating voltage of control system and auxiliary load: 110Vdc (96V battery set)
- Main generator maximum values: 4000A, 885V
- DC Traction motor maximum values: 1000A, 885V
(4 Traction motors in full parallel)
- Auxiliary generator maximum values: 125V

Existing Control System:

Existing control system called “Car Control System (CCS)” performs the major functions of the DMU mainly Engine starting, Engine control, exciting control of main generator, traction control, Dynamic brake control, Auxiliary generator power control, Display of operating status, faults in traction equipment, electronics, etc... , safety functions of DMU Communication with other units, etc...

Inputs and outputs of CCS unit (motor car & dummy car side) are as follows,

Motor Car Side	Dummy Car Side
Switch inputs: 48 (max), 110Vdc	Switch inputs: 40 (max), 110Vdc
Switch outputs: 48 (max) 24Vdc	Switch outputs: 8 (max), 24Vdc
Pulse inputs: 5 (speed sensors/ Proximity)	Analog outputs: 7 (V/A meters, RPM meters, etc.)
Analog inputs: 9 (Mainly Current/Voltage sensors)	Communication ports: 2
Analog outputs: 7 (V/A meters, RPM meters, etc.)	Display: 1 (5.7 inch LCD touch screen)
PWM outputs: 2 (for main gen. and aux. gen. exciting control), Frequency: 100Hz	
Communication ports: 2	
Display: 1 (5.7 inch LCD touch screen)	

Specification details of original unit according to “Spare Parts Catalogue For Sri Lanka DMU, Sifang Locomotive & Rolling Stock Works” is as follows,

Store No	Order No	Description	DWG. NO.
RJSM 14/01/01	SLRS9-D1-08300036	CCS	3-51097

Details on the name plate:

Car Control System
 Niigata Converter Co., Ltd
 NICO
 Model: 3-51097 6Z04447, Japan

Serial Numbers range: 1028M003 to 1028M018

Supplier can offer a new designed control system for DMUs according to the following criteria.

Technical design proposal:

Supplier is supposed to study S9 DMUs’ electric system and design a new control system as a replacement for existing CCS system and should submit a technical design proposal adhering to following specification, terms and conditions.

Necessary additional details about the existing system can be obtained from Chief Mechanical Engineer’s office Rathmalana upon request.

Specification, Terms and Conditions:

1. Control Equipment Selection:

- 1.1 Supplier shall use a modular type PLC system which is a latest generation unit designed for similar applications. Technical data (including PLC system architecture, Version/Generation, brands, country of origin) of the main components used should be mentioned. It should be a widely used type and suitable to work successfully in the inside environment of a DMU under the running conditions of Sri Lanka Railways.
- 1.2 All the components of the control unit shall be suitable for climate and environment conditions of Sri Lanka (Corrosive tropical atmosphere with humidity 80% to 95% and temperature 0 to 40 degrees C. Maximum altitude of operation above sea level is 1800m).

	Yes/No	Signature
We agree to comply with the above requirement / condition		

2. Functions and features:

- 2.1 All the controlling and display functions of existing CCS system should be successfully included to the new control system. New system should be able to handle existing voltage, current values of the inputs and outputs.
- 2.2 All the existing and required safety functions should be properly carried out by new control unit as equivalent to the existing CCS system.
- 2.3 New control unit should include proper protections against earth fault signals and error signals that may be present in locomotive.
- 2.4 Rated power curves, RPM values, etc... of each notch should be properly maintained by the new control unit as identical to the existing CCS unit to get the maximum efficiency of the engine.
- 2.5 DMU should be able to communicate and operate successfully from the dummy car side also and should be capable to run in both directions.
- 2.6 Supplier is allowed to include further necessary & useful added features for the control system without incurring additional cost or unnecessary modifications.
- 2.7 New control unit should be compatible for signals of existing sensors, transducers, etc... of the system.
- 2.8 Audible and visual alarm indications shall be provided in case of failure or warning situation for all the necessary outputs where applicable.
- 2.9 The existing wiring, indications and functions of the system apart from control unit shall be suitably conserved.

	Yes/No	Signature
We agree to comply with the above requirement / condition		

3. Display for driver:

3.1 Equivalent and compatible LCD/TFT touch screen shall be used which links with new control unit and all the necessary parameters for driver should be included to it in a user friendly manner as identical to the existing display. Failure/warning messages to be suitably displayed with trouble shooting guide for both driving position of DMU.

3.2 Suitable cover (in the driver desk) should be made for LCD display to protect it from exposing to direct sunlight.

	Yes/No	Signature
We agree to comply with the above requirement / condition		

4. Multiple unit operation:

4.1 The new system shall provide multiple unit operation facility. It should be possible to couple two DMUs and synchronization between two DMUs shall be properly carried out as identical to the existing system.

4.2 In double DMU operation, facility shall be given for the driver to view necessary display parameters of the other DMU also.

4.3 Supplier shall be able to make use of the existing communication lines along the DMU.

4.4 In multiple unit operation, complete train set shall be able to be formed by positioning motor cars or dummy cars in any corner of DMU and drive successfully from any driving cab of the train set.

	Yes/No	Signature
We agree to comply with the above requirement / condition		

5. Supplementary modifications and installations:

5.1 Input/output signal lines of new control unit should be suitably rewired. Blanked/ damaged/aged cable sections, plugs & sockets should be replaced where necessary to enable clear signals for new control unit.

5.2 Driver desk switches, buttons and indicators supplying signals for new control unit should be replaced if found damaged or aged and driver desk board should be restructured to new dimensions if necessity arises by negotiating with SLR staff.

5.3 Suitable mounting arrangement for control unit should be provided (may be in the same place where existing CCS unit is located) with cover for protection from water drops that may be present in rainy days.

5.4 Mounting facility for main traction motor contactors shall be considered if necessity arises by negotiating with SLR staff. Those contactors are suggested to be replaced by S10 type contactors which will be provided by SLR.

	Yes/No	Signature
We agree to comply with the above requirement / condition		

6. New features to be added:

- 6.1 Over voltage/ Over current protection for auxiliary generator should be included.
- 6.2 Loco over speed protection shall be added (Buzzer at 95km/h, Brake application at 105km/h)
- 6.3 Fire & smoke alarm shall be included to new control system.
- 6.4 Power supply of the new control unit should not cut even at the starting of the loco when battery voltage drops for a short period.
- 6.5 The offered control system shall have extensive fault data recording facility for case of maintenance of DMU by the shed personnel.
- 6.6 The offered system shall be inclusive of event recording unit. This is in addition to the fault data pack recording function.

Event recording shall be an encased module with lock and key to avoid unauthorized access. The module shall be designed to withstand harsh environment conditions and tough handling by shed personnel. Event recording on flash memory should not require any external power to store data. Event recording module shall have USB interface for easy download of data on a laptop computer.

The event recording shall include parameters such as drive speed, time, travelling directions, notch position, brake pipe pressure, kM count (distance), etc. The memory of recording shall store data for at least 96 Hrs. at one second interval.

	Yes/No	Signature
We agree to comply with the above requirement / condition		

7. Manual mode operation:

- 7.1 The existing manual mode operation and control mode changeability should be suitably conserved. Manual mode operation is a simple power control circuit provided to move the train to the shed/depot in case of failure occurred in the main control system.

	Yes/No	Signature
We agree to comply with the above requirement / condition		

8. Quality of the items used:

- 8.1 All the newly replacing items (including cables) should be brand new, good quality, durable and suitable for railway applications. All the components used shall be manufactured and designed to withstand vibration and shocks present in the loco and tracks of SLR.

	Yes/No	Signature
We agree to comply with the above requirement / condition		

9. Uniformity:

9.1 All the modifying DMUs should have the same wiring and system arrangement (uniformity).

	Yes/No	Signature
We agree to comply with the above requirement / condition		

10. Modification Process:

10.1 Modification task of all modifying DMUs shall be done by utilizing suppliers' staff and tools/equipment with minimum support of SLR staff under the available facilities and conditions of SLR.

10.2 Modification work shall be able to be done while relevant power car coaches driving car are located inside workshop or outside premises.

10.3 Security (Safekeeping) all the newly installing items and tools/equipment shall be kept under suppliers' possession until handover the completed DMUU to SLR.

10.4 SLR staff has to be properly notified about the modifying wiring and circuits at each stage of the modification.

10.5 Testing and trials of new control system should be done carefully & safely and should not cause any damage to other components of the DMU.

	Yes/No	Signature
We agree to comply with the above requirement / condition		

11. Quantity of DMUs modified:

11.1 2 DMUs will be allowed for modification one by one initially. By considering the performance of the initial modification, total up to 5 numbers of DMUs can be considered to release for modification at this stage. Anyway during the process, SLR reserves the right to adjust this quantity by considering the situation and position of S9 trains availability for service.

11.2 Supplier will be notified when each DMU is ready for modification.

	Yes/No	Signature
We agree to comply with the above requirement / condition		

12. Commissioning of completed DMUs:

12.1 CMEs acceptance letter have to be obtained for each modified DMU after commissioning, trial runs and showing the satisfactory performance for one month period in service.

12.2 Two DMUs shall be completed in first stage enabling full testing.

	Yes/No	Signature
We agree to comply with the above requirement / condition		

13. Quotation format:

13.1 Detailed (Breakdown) price list have to be furnished by the supplier indicating which categories and items the total cost will be consumed for.

13.2 Separate prices have to be indicated for first two DMU and the rest.

	Yes/No	Signature
We agree to comply with the above requirement / condition		

14. Time period for modification:

14.1 Modification of first DMU to be completed within 9 months period and each one of the rest within 3 months. Vide clause 12.2

	Yes/No	Signature
We agree to comply with the above requirement / condition		

15. Warranty:

15.1 Each modifying DMU shall carry a parts and service warranty, issued by the supplier for 5 years from the date of acceptance by CME, against manufacturing defects and design failures of new components, software and system.

15.2 During warranty period, if failure is reported in new control system, suppliers' staff should immediately attend to rectify the failure. Further, warranty should be extended for an equal period during when the DMU is stopped from service.

15.3 Proper contact details of suppliers' relevant personnel have to be given to communicate in case of a failure.

	Yes/No	Signature
We agree to comply with the above requirement / condition		

16. Spare parts support:

- 16.1 Spare parts of new system should be available for at least 20 years from the date of completion of work and they should be easily procured by railway tenders.

	Yes/No	Signature
We agree to comply with the above requirement / condition		

17. Suppliers capability:

- 17.1 Supplier shall show their past records about similar activities in Railway. Relevant quality proving certificates and documents etc... for the main items and services used for the design should be shown.

	Yes/No	Signature
We agree to comply with the above requirement / condition		

18. Wiring/Circuit Diagrams, catalogues and manuals:

- 18.1 Wiring/Circuit diagrams of new control system should be provided. Canceled lines of existing wiring should be separately mentioned where necessary.
- 18.2 6 numbers of copies of spare parts manual, operation, maintenance, troubleshooting manuals, circuit diagrams of new control system should be provided. Soft copies (in PDF format) of those also should be given.
- 18.3 All the documents shall be in English language.

	Yes/No	Signature
We agree to comply with the above requirement / condition		

19. Software, programmable electronics:

- 19.1 All the necessary software required for maintenance and troubleshooting of control unit should be provided. Laptop computers including all the relevant supplementary software installed (with backups) shall be provided for each engine.
- 19.2 Providing Source Code of the software program will be an added advantage. If it is not free, price shall be indicated separately. SLR reserves the right to accept the offer with or without Source Code.
- 19.3 All the necessary cables and hardware accessories required to access the system shall be provided for each engine.

- 19.4 (Administrative)Provisions should be made to change specified settings of control system such as limit values by negotiating with SLR staff.

	Yes/No	Signature
We agree to comply with the above requirement / condition		

20. Training:

- 20.1 Sufficient training about operation, maintenance and troubleshooting of new control system shall be provided to SLR staff.

	Yes/No	Signature
We agree to comply with the above requirement / condition		

21. Technical support:

- 21.1 Supplier shall give technical support to SLR for improvements and upgrades in the system if found necessary during warranty period free of charge.

	Yes/No	Signature
We agree to comply with the above requirement / condition		

22. On board troubleshooting and diagnosis:

- 22.1 On board diagnosis and troubleshooting guide for all main functions and sensors shall be provided. Diagnostic and troubles and recording of error codes shall be incorporate in to the system for easy and fast troubleshooting.

	Yes/No	Signature
We agree to comply with the above requirement / condition		

Appendix 01 – List of Electrical Diagrams of major circuits of Motor Car

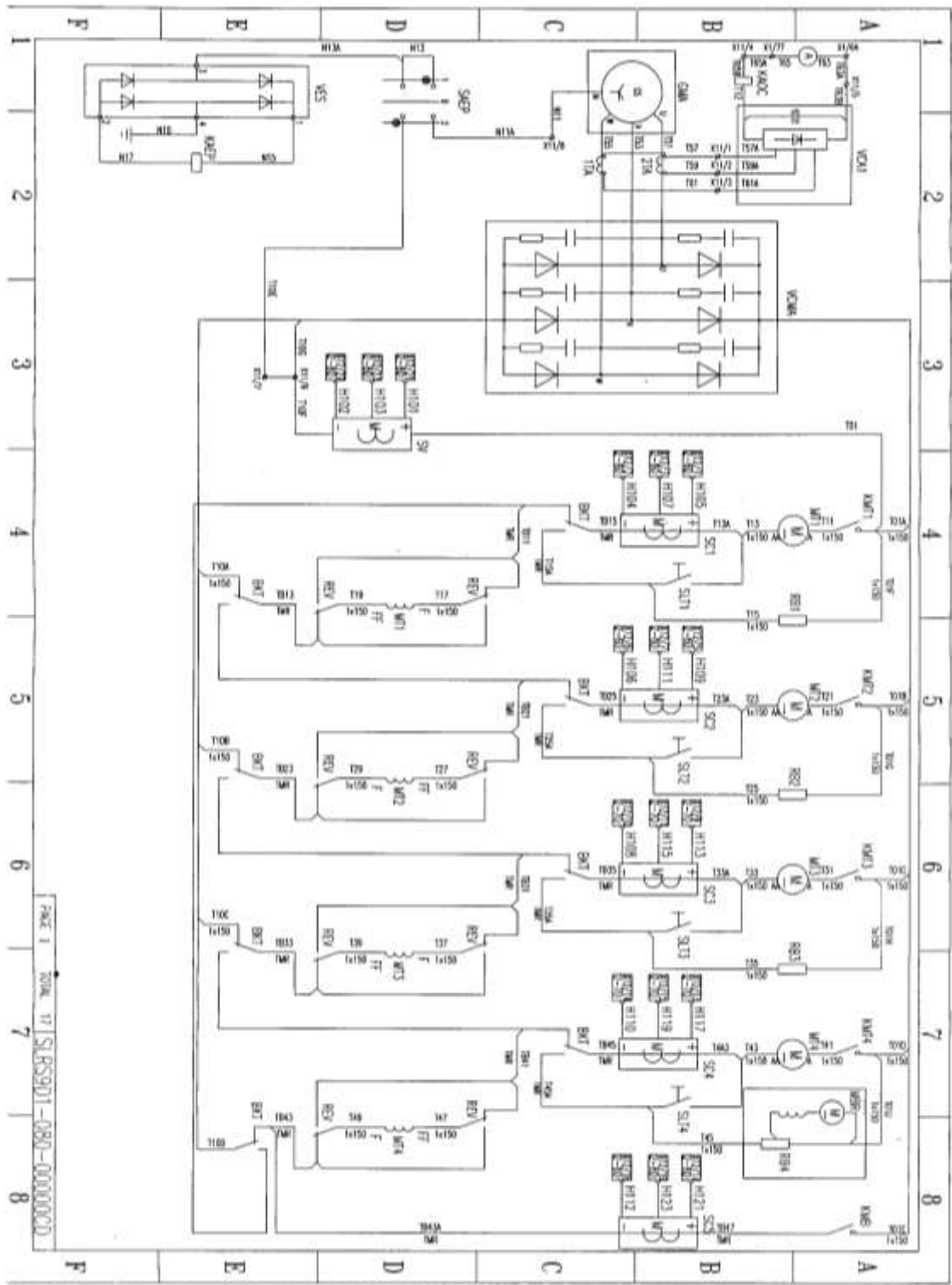


Figure 1.1 – Traction Power Circuit.

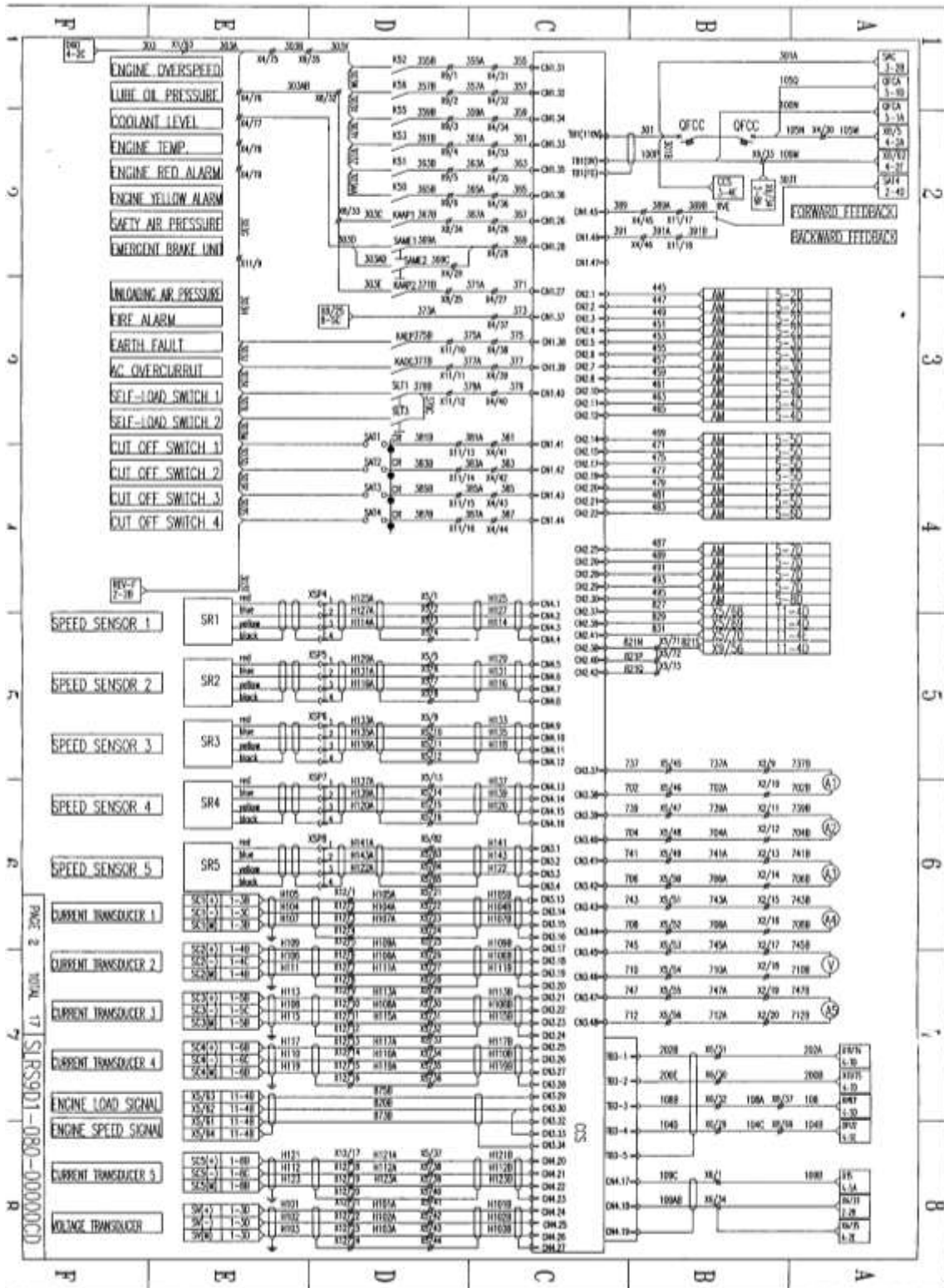


Figure 1.2 – Inputs and Outputs of CCS.

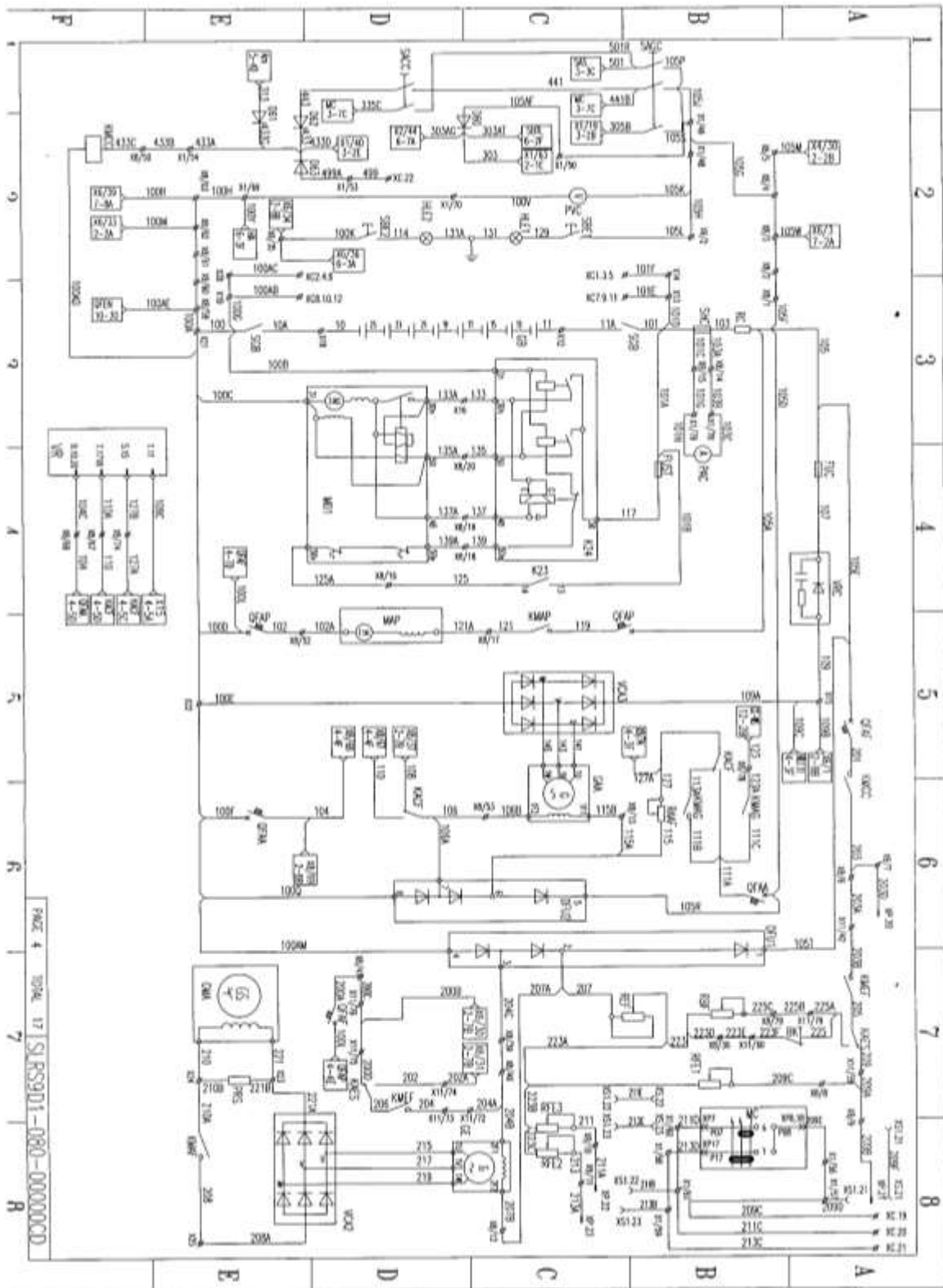


Figure 1.4- Auxiliary power circuit.

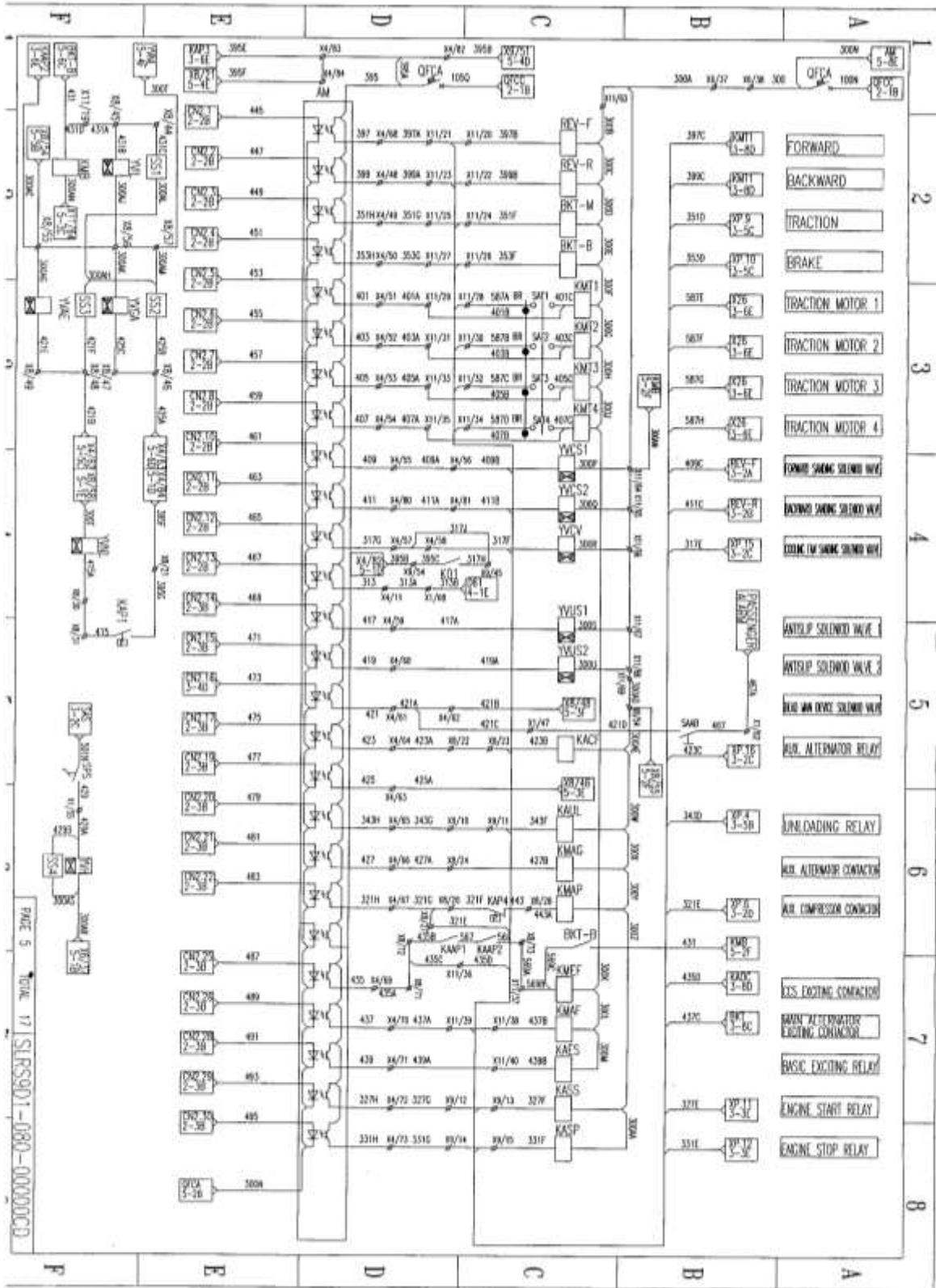


Figure 1.5- CCS outputs amplifier circuit.

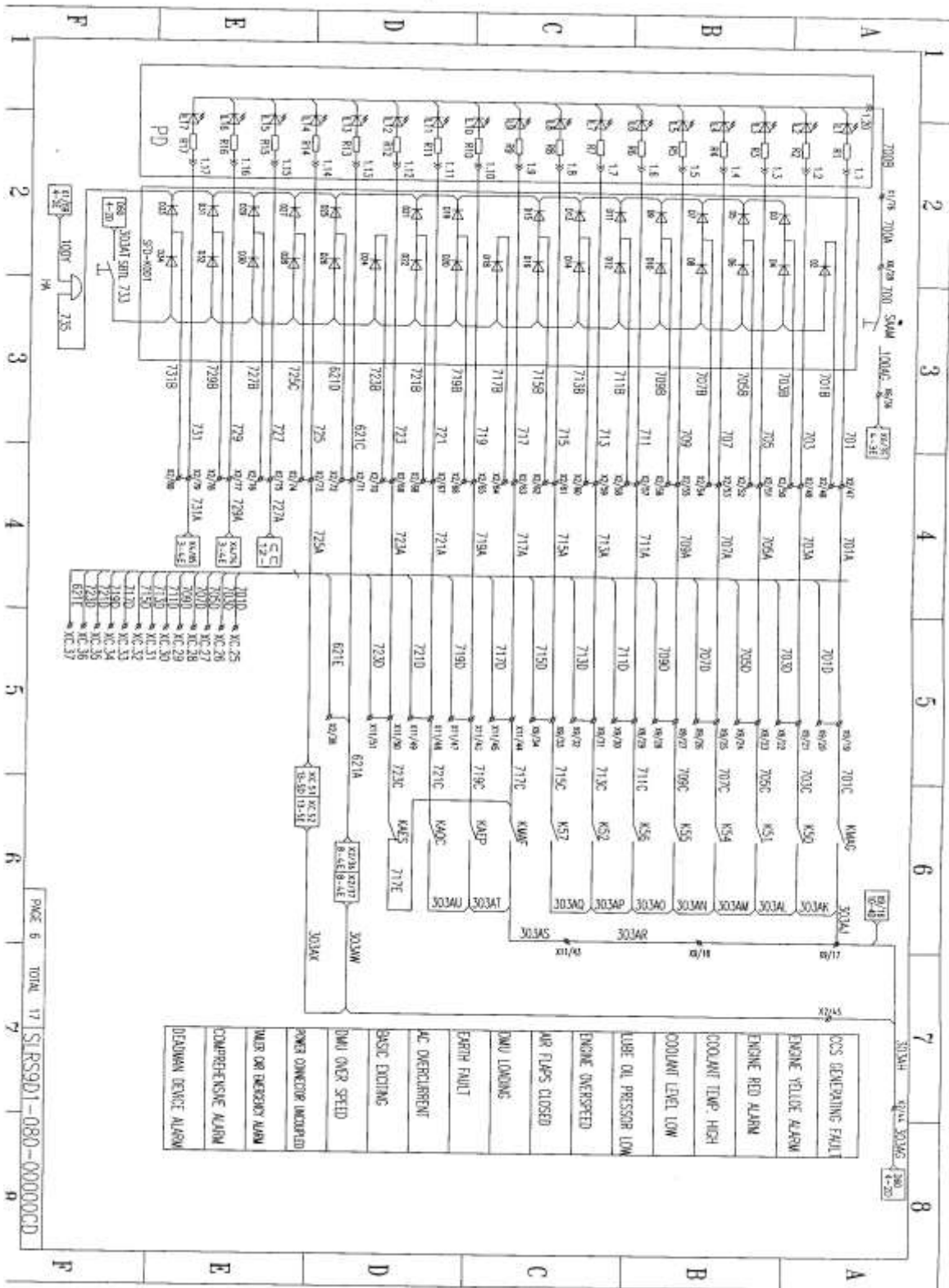


Figure 1.6– Fault alarm indications.

Appendix 02 – Major Electrical Items Installation Diagrams.

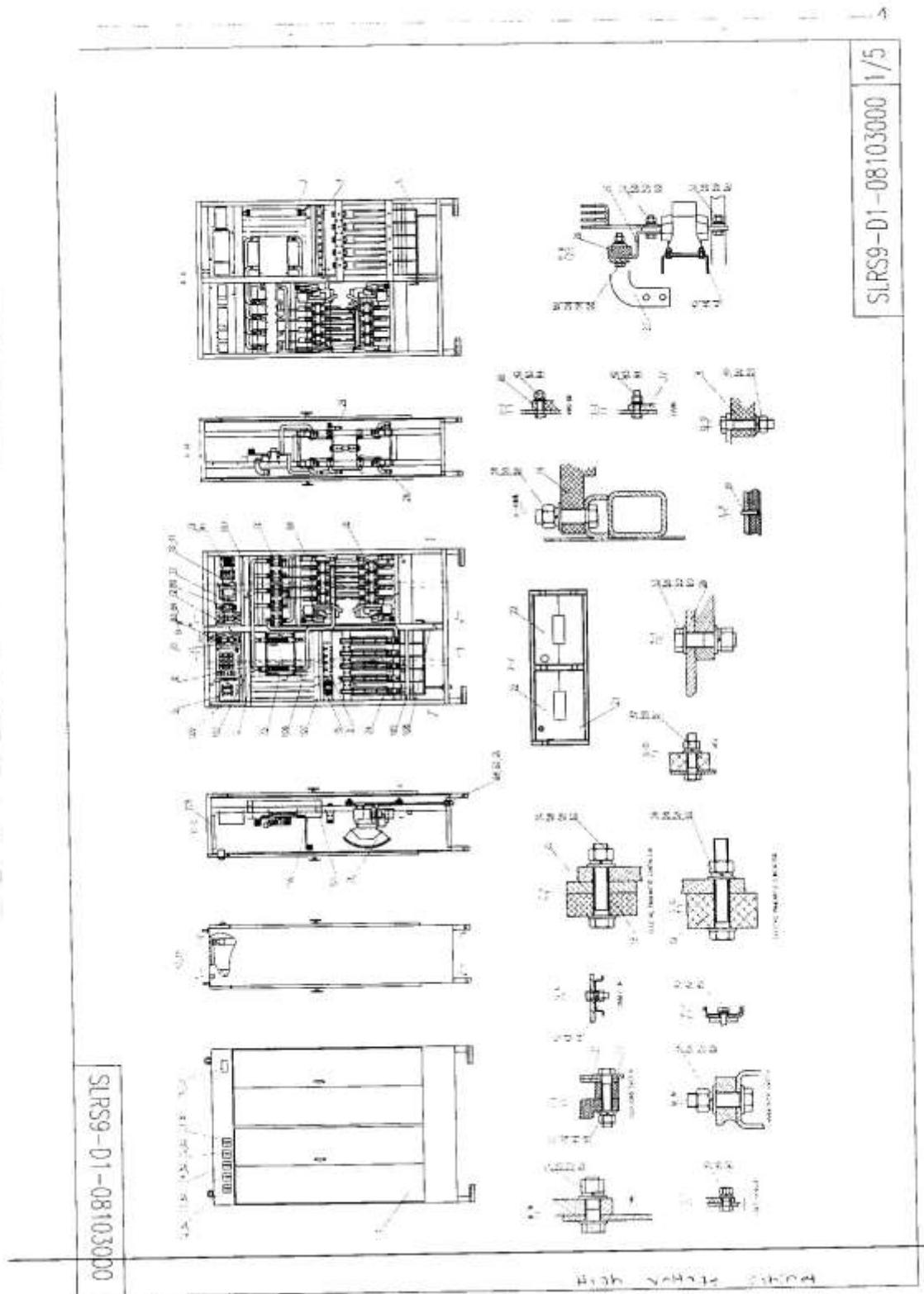


Figure 2.1 – High Voltage Cabinet.

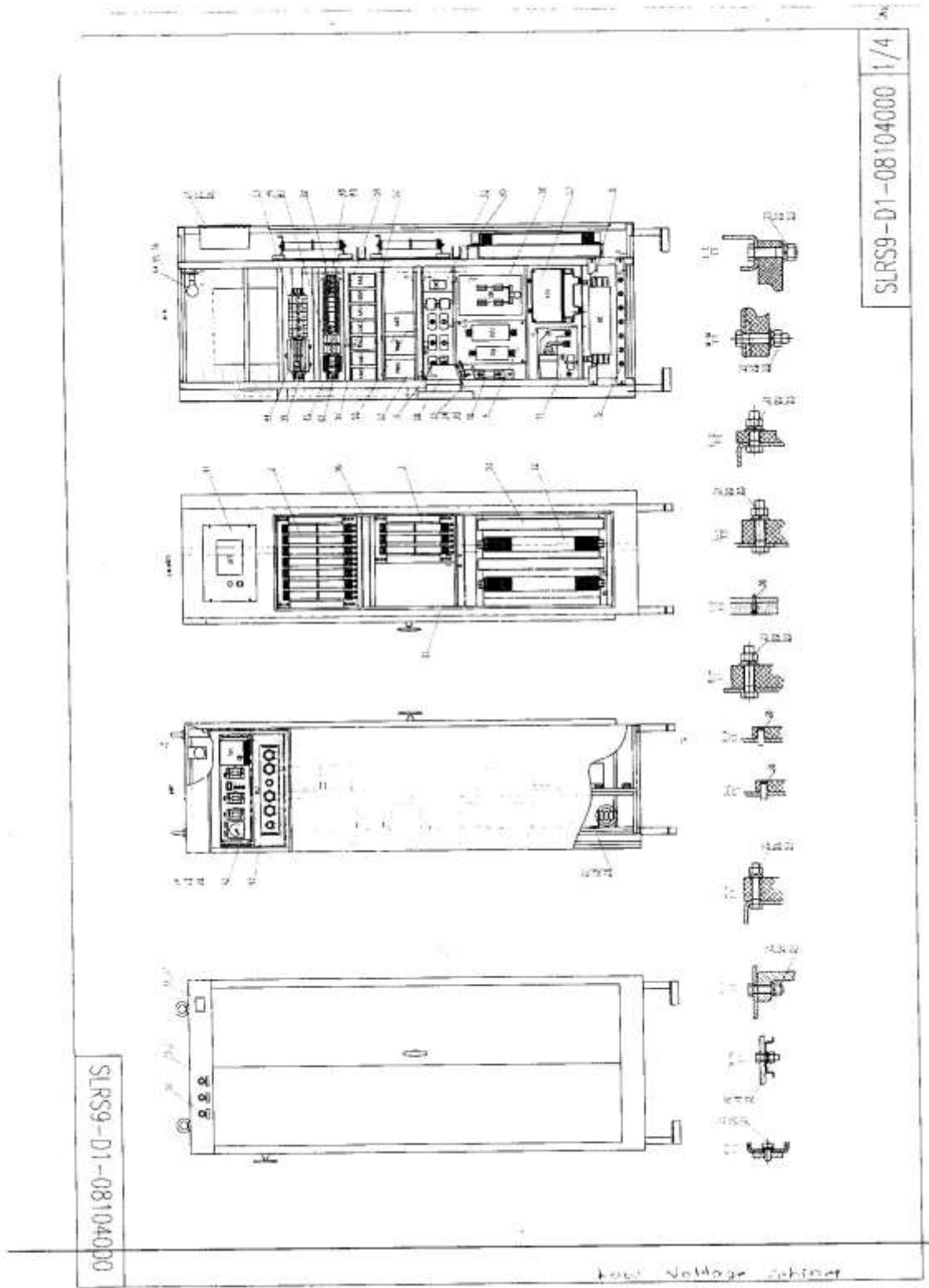


Figure 2.2 – Low Voltage Cabinet.

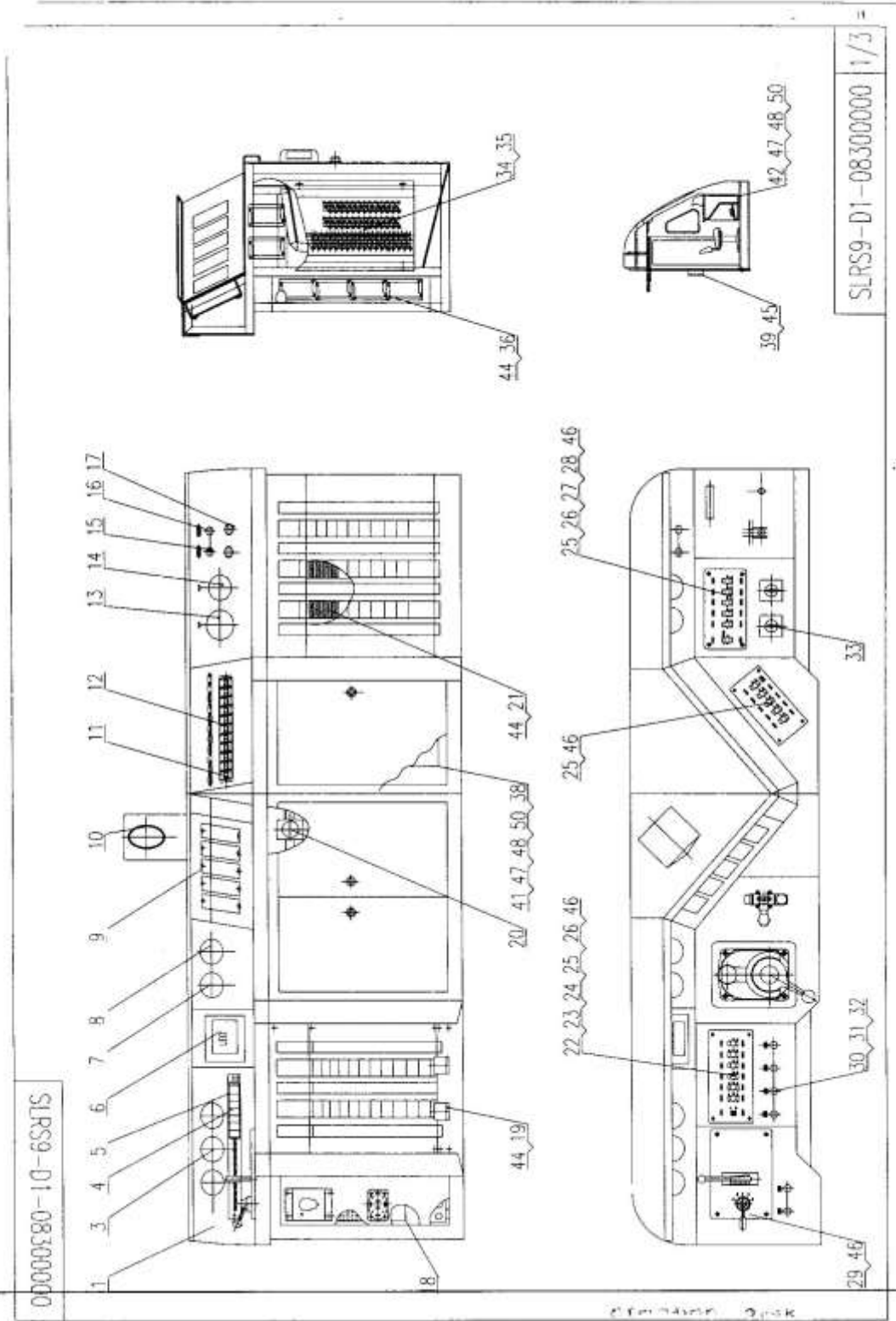


Figure 2.2 – Driver desk arrangement.

THE LIST OF FOREIGN MISSIONS ABROAD

1. The Ambassador for the Democratic Socialist Republic of Sri Lanka in Austria, Belgium, People's Republic of China, Cuba, Egypt, Berlin, Indonesia, Iran, Iraq, Italy, State of Israel, Japan, Jordan, Republic of Korea, State of Kuwait, Lebanon, Myanmar, Nepal, The Netherlands, Sultanate of Oman, The Philippines, Poland, State of Qatar, Russian Federation, Thailand , U.A.E, Sweden and Kingdom of Saudi Arabia.
2. The High Commissioner for the Democratic Socialist Republic of Sri Lanka in Australia, Bangladesh, Canada, India, Kenya, Malaysia, Pakistan, Singapore, South Africa and United Kingdom.
3. The Consulate General of the Democratic Socialist Republic of Sri Lanka in Australia, Canada, Bonn, India, Norway, Pakistan, U.A.E ,Los Angeles, and Kingdom of Saudi Arabia.
4. Permanent Mission of the Democratic Socialist Republic of Sri Lanka in U.S.A. and Switzerland.