

SAMPLE

Section I. Instructions to Bidders (ITB)

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

General

1. Scope of Bid
 - 1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Brand New Vehicles and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are specified in the BDS. The name, identification, and number of lots (individual contracts), if any, are provided in the BDS.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term "in writing" means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
 - (b) if the context so requires, "singular" means "plural" and vice versa; and
 - (c) "day" means calendar day.
2. Source of Funds
 - 2.1 Payments under this contract will be financed by the source specified in the BDS.
3. Ethics, Fraud and Corruption
 - 3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Commission:

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 Vehicles 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 Commission (NPC), 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.

5. Eligible Goods and
Related Services

- 5.1 All Vehicles 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 Vehicles supplied shall be complied to other internationally accepted standards such as Euro 4 Emissions Standards or above and other international standards specified in the BDS.

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 7.1 A prospective Bidder requiring any clarification of the Bidding Documents 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 document 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, 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 vehicles 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 Taxes and sales and other taxes already paid or payable by the Supplier:

(ii) However the prices quoted shall be fixed for the bid validity period and contract period and shall not be subject to adjustment on any account other than the new

The new tax and duty imposed by the Government of Sri Lanka after the bid submission.

(iii) However, VAT shall not be included in the price but shall be indicated separately.

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 Brand New Cars and Double Cabs must be listed and priced separately in the Price Schedules.

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 Vehicles 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 Vehicles and Related Services, demonstrating substantial responsiveness of the Vehicles 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 vehicles 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 Vehicles 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 Vehicles 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 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).be substantially in accordance with the form included in Section IV ,Bidding Forms,
- b).be payable promptly upon written demand by the purchase in case the condition listed in ITB Clause 20.5 are invoked.
- c). be submitted in its original form; copies will not be accepted;
- d). remain valid for the period specified in the BDS.

20.3 Any bid not accompanied by a substantially responsive Bid Security 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 :

- (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 agree 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 43.
 - (ii) Furnish a Performance Security in accordance with ITB Clause 44.

21. Format and
Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.

21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

22. Submission,
Sealing and
Marking of
Bids

22.1 Bidders may always submit their bids by mail or by hand.

- (a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copy shall then be enclosed in one single envelope.

22.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the 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 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 SubClause 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.

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 SubClause 12.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 12;
- (c) Bid Security in accordance with ITB Clause 20.

32. Examination of
Terms and
Conditions;
Technical
Evaluation

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.

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.

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;

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.

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. postqualification 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 which ever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 41 Appeal Procedure
- 41.1 The Chief Secretary having informed all unsuccessful bidders the intention to award the contract to the successful bidder, as per the recommendation of the relevant authority, shall inform them in writing to make their representation against the decision.
- 41.2 The chief Secretary's formal notification of contract award begins the Stand Still period. The stand still period shall last 10 working days after the origination of such transmission date, unless otherwise extended due to appeal process. The contract shall not be awarded either before or during the standstill period.

42. Notification of Award
- 42.1 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.
- 42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42.3 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.
43. Signing of Contract
- 43.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.
- 43.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.
44. Performance Security
- 44.1 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.
- 44.2 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 BidSecuring 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.

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.

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is ¹ : Southern Provincial Council, The Chief Secretary. Southern Province
ITB 1.1	<p>The Title of Procurement is Purchase of Brand New Vehicles for Southern Provincial Council 2019.</p> <p>Bid Number is SPC/CSS/NCB/ 15/6/V/03</p> <p>Quantities to be procured are as follows,</p> <p>01.– Purchase of Brand New Double Cabs –67 Numbers</p> <p>02– Purchase of Cars – 13 Numbers for the use of Secretaries of the Southern Province.</p> <p>Brand new Double Cabs and Cars are evaluated separately from the selected substantial responsive Bidders and will sign contract separately.</p> <p>The number, identification and names of the lots comprising this procurement are³:</p>
ITB 2.1	The source of funding is ⁴ : Consolidated Fund in Government of Sri Lanka. By using Provincial Council Funds
ITB 4.4 ⁵	<p>Foreign bidders are not allowed to participate in bidding.</p> <p>Bids will be invited through their Authorized distributors of the mother company and following qualification requirements shall be possessed by Authorized distributors in Sri Lanka.</p> <p>I. There shall be 05 years' experience for sell the Vehicle</p> <p>II. Ability to provide International Warranty with 10 years spare parts availability.</p> <p>III. Bidder, who does not manufacture or producer the goods, shall submit Manufacture Authorization using the form of attach Manufacture Authorization format.</p>
	B. Contents of Bidding Documents

ITB 7.1	<p>For <u>Clarification of bid purposes</u> only, the Purchaser's address is:</p> <p>Attention⁶: WasanthaRanawaka</p> <p>Address⁷: Accountant (Supply), Chief Secretary's Office ,S.H.DahanayakaMawatha.Galle.</p> <p>Telephone: 091-4946368/0914946974</p> <p>Facsimile number:</p> <p>Electronic mail address: procurementplan1@gmail.com</p> <p>Pre bid meeting will be held on 16th August 2019 at 10.30 a.m.at the chief secretary's Office ,S.H.DahanayakeMawatha,Galle. All the prospective bidders are able to participate for the meeting.</p>
	C. Preparation of Bids
ITB 11.1 © ⁸	The Bidder shall submit the following additional documents: [insert
	<p>list of documents, if any]</p> <p>Euro 4 Emissions Standard or above for the quoted Vehicles</p> <p>Other International Standards achieved for the Quoted Vehicles (vehicle safety standards and regulations achieved)</p> <p>Bidder must supply technical data and test results for the vehicles bids to demonstrate performance in each of the categories.</p>
ITB 14.3 ⁹	<p>Prices indicated on the price schedule shall include all duties and taxes , cost of registrations of the vehicles , number plate chargers and other expenses . prices should indicated in values not in percentages.</p> <p>The bidders may quote following minimum quantities:</p> <p>(list the items together with quantities)</p> <p>01.Brand New Double Cabs 10 Numbers</p> <p>02. Brand New Cars 13 Numbers</p>
ITB 15.1 ¹⁰	The bidder shall quote in Sri Lankan Rupees and payment shall be made on Sri Lankan Rupees.
ITB 17.3 ¹¹	Period of time the Goods are expected to be functioning (for the purpose of spare parts): Agent who should be capable of carrying out preventive maintenance works, regular supply of spare parts and other related works for proper operation of the vehicle for 10 years.
ITB 18.1 (b)	After sales service is required. Authorized distributor in Sri Lanka equipped and able to carry out the supplier's maintenance ,services , repair and spare parts

	stocking for 10 years.
ITB 19.1 ¹²	The bid shall be validity until .30 th November 2019.
ITB 20.1	<p>[insert one of the following options:</p> <p>(a) Bid shall include a Bid Security (issued by bank) included in Section IV Bidding Form</p> <p>Bid should be accompanied by a bid security an unconditional bank guarantee obtained from a reputed Commercial Bank in Sri Lanka in favor of Chief Secretary.</p>
ITB 20.2 ¹³	<p>The amount of the Bid Security shall be¹⁴: Rupees 8,500,000.00</p> <p>The validity period of the bid security shall be until 31st December 2019</p>
	D. Submission and Opening of Bids
ITB 22.2 ©	The inner and outer envelopes shall bear the following identification Marks SPC/CSS/NCB/15/6/V/03 Bids for Brand New Vehicles.
ITB 23.1	<p>For bid submission purposes, the Purchaser's address is:</p> <p>Attention: Chief Secretary, Southern Province ,</p> <p>Address: Chief Secretary's Office, S.H.Dahanayake Mawatha, Galle.</p>
	<p>The deadline for the submission of bids is:</p> <p>Date: 28th August , 2019</p> <p>Time: 10.30 A.M.</p>
ITB 26.1	<p>The bid opening shall take place at:</p> <p>Address: Chief Secretary's Room, Chief Secretary's Office, S.H.Dahanayake Mawatha, Galle.</p> <p>Date: 28th August 2019</p> <p>Time: 10:30 A.M</p>
	E. Evaluation and Comparison of Bids
ITB 34.1	Domestic preference shall not be a bid evaluation factor.

ITB 35.3(d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule:</p> <p>Option 1 is selected and the adjustment is : 0.5% per week</p> <p>If Bidders offered delivery date is more than two months the Bid prices will be adjusted for the evaluation purposes only.</p>
ITB 35.4	<p>The following factors and methodology will be used for evaluation:</p> <p>Brand new Double Cabs and Cars are evaluated separately from the selected substantial responsive Bidders. Among the Selected substantial Responsive bidders lowest prices will be concern.</p>
	<p>F.Appeal Procedure.</p>
ITB41.	<p>An unsuccessful bidder who is aggrieved by the recommendation of the chief Secretary Tender board may appeal in writing, to the Procurement Appeal Board against such recommendation within the stand still period.</p> <p>Each appeal shall accompany a cash deposit value Rs 50000.00</p> <p>In case the appeal is upheld, the deposited sum will be returned to the depositor within one month of the decision of the Appeal Board.</p> <p>If appeal is rejected, the deposited sum will not be returned.</p> <p>Appeal shall be send to the Chairman, Procurement Appeal Board, Governor's Secretariat, upper Dickson Road, Galle.</p> <p>All deposits shall be made at Governor's Secretariat, upper Dickson Road, Galle and receipt obtained. However, deposits will not be accepted without a written representation against the recommendation of the intended contract award. The appeal will be considered only upon proof of such deposits.</p>

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.

[The Purchaser shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

Contents

1. Evaluation Criteria (ITB 35.3 {d})
2. Evaluation Criteria (ITB 35.4
3. Postqualification Requirements (ITB 37.2)

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 schedule¹

Option 1

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

3. Postqualification Requirements (ITB 37.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 36.1, the Purchaser shall carry out the postqualification of the Bidder in accordance with ITB Clause 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) Financial Capability

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

Audited Annual Financial Reports for last three years with sound financial background shall be submitted.

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): [list the requirement(s)]

- i. Submit details regarding successfully completed and ongoing government contracts, which are similar in nature with last 3 years.

¹ Insert one of the following options.

- ii. Quality, reparability and availability of parts.- Vehicles and parts must meet National international quality standards or equivalent regarding serviceability. Bidder shall demonstrate the availability of parts for the vehicle model for at least 5 years from the time production ceases on the particular model.
- iii. Bidder shall provide proof of carrying out service repair in the field workshop and shall have fully equipped workshop facility with dedicated tools and sound technical staff to carry out repairs efficiently.
- iv. There shall be agent or branches in southern province region for services and repairs of the vehicles.
- v. Emission control Technology. Bidder shall state (a) what type of emission control Technology is pre- fitted on the vehicles (if any) and (b) Bidder shall outline the fuel specifications needed for specific emission control devices to run effectively.
- vi. If Authorized distributor has been given a quota for importing vehicles for the particular month by the Sri Lankan Government or the Manufactures, submit the quantity with proofs.
- vii. Attach rough estimate for maintenance and operational cost for offered vehicle for 10 years

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Bid Submission Form

[Note: the purchaser is required to fill the information marked as “*” and delete this note prior to selling of the bidding document]

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

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

No.: [insert number of bidding process]

To: [* insert complete name of Purchaser]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: [insert the number and issuing date of each Addenda];
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [* insert a brief description of the Goods and Related Services];
- (c) The total price of our Bid without VAT, including any discounts offered is: [insert the total bid price in words and figures];
- (d) The total price of our Bid including VAT, and any discounts offered is: [insert the total bid price in words and figures];
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;

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

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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.]

SAMPLE

Section IV Bidding Forms

PRICE SCHEDULE

Procurement of Brand New Vehicles**Chief Secretary's Office of Southern Provincial Council**

Name of Bidders:

Item	Description	Model of the Vehicle	Unit Price including all the Taxes(without VAT) Rs.	Quantity Numbers	Total Price without Vat Rs.	VAT (15%) Rs.	Total Price including all the Tax and VAT Rs.
01	Brand New Double Cabs			67			
02	Brand New Cars Price shall include the cost of registration and number plate and all the taxes and duties paid and payable.			13			

Total **Prices** **in**
words..........

Discount if **any**

Name :

In capacity of :

Signed :

Duly Authorized to sign the Bid on behalf of :

SAMPLE

Section IV. Bidding Forms

Bid Guarantee

[Note: the purchaser is required to fill the information marked as “*” and delete this note prior to selling of the bidding document]

[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: ----- [name and address of Purchaser]

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

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

We have been informed that ----- [insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (hereinafter called "the Bidder") has submitted to you its bid dated ----- [insert (by issuing agency) date] (hereinafter called "the Bid") for the 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

Section IV. Bidding Forms

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)]

SAMPLE

Manufacturer's Authorization

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

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

No.: [insert number of bidding process]

To: [insert complete name of Purchaser]

WHEREAS

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

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

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

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

Title: [insert title]

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

Dated on _____ day of _____, _____ [insert date of signing] II.

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SAMPLE

Section V. Schedule of Requirements

1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

Line Item N°	Description of Goods	Quantity	unit	Final (Project Site) Destination as specified in BDS	Delivery Date ¹		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
01	Brand New Double Cabs	67	Numbers	Chief Secretary's Office, Southern Province	2019/11/15	2019/12/31	
02	Brand New Cars	13	Numbers	Chief Secretary's Office, Southern Province	2019/11/15	2019/12/31	
If bidder gives different delivery schedule with different quantity according to the lot basis fill the following.							
Item	Description of Goods	Lot number	Quantity to be delivered per lot	Final Destination			Bidder's Offered delivery date
01	Brand New Double Cabs	Lot 1		Chief Secretary's Office, Southern Province			
	Brand New Double Cabs	Lot 2					
	Brand New Double Cabs	Lot 3					
	Brand New Double Cabs	Lot 4					
02	Brand New Cars	Lot 1					
	Brand New Cars	Lot 2					

I hereby certify that the offered vehicles shall be delivered according to above delivery Schedule.

.....
Authorized Signature of the Company

2. Technical Specifications

The Purpose of technical Specifications (TS), is to define the technical characteristics of the Vehicles and Related Services required by the purchaser. Bidder's failure to provide the information requested in the columns 3 and 4 may be a reason for the rejection of bid.

01. Technical Specifications for Supply and Delivery of Brand New Double Cabs shall conform to the following Specifications.

No. (1)	Specification/Purchaser's Requirement (2)	Yes/ No (3)	Bidder's Commitment (4)
1.0	Brand New Double Cab (Euro IV or higher) Vehicle shall confirm the Motor Traffic Regulations in Sri Lanka.		
1.1	Country of Origin		
1.2	Country of Manufacturing		
1.3	Make		
1.4	Model of the Vehicle		
1.5	Manufacturing Year (Latest year, 2019)	To be specified	

2.0	Engine		
2.1	Turbo charged intercooler Diesel		
2.2	Engine Cylinder Capacity (2200 CC – 3000 CC)	To be specified	
2.3	Max Output Power (To be Specified)		
2.4	Max Torque (To be Specified)		

Section V. Schedule of Requirements

2.5	Max. Speed (To be Specified)		
2.6	Fuel Consumption (To be Specified)		

3.0	Transmission (Manual)		
3.1	Gear system (To be specified)		
3.2	Facility to be arrange to select rear wheel drive arrangement and four (04) wheel drive arrangement		

4.0	Steering		
4.1	Right Hand Drive, Power Steering		
4.2	Minimum Turning Radius (To be specified)		

5.0	Brake		
5.2	Front (Ventilated disks)		
5.3	Rear (Disk/ Drums) (To be specified)		
5.4	Dual circuit brakes with ABS (Compulsory) and EDB, traction controlling systems	To be Specified	
5.5	Mechanical Parking system		

6.0	Suspension		
6.1	Front (Should maintain comfortable condition of the vehicle)	To be specified	
6.2	Rear (Should maintain comfortable condition of the vehicle)	To be Specified	
7.0	Fuel Tank		

Section V. Schedule of Requirements

7.1	Fuel Tank Capacity (To be Specified)		
7.2	Lockable fuel tank cap		
7.3	Average Fuel Consumption (on full load) at		
7.3.1	Urban Driving		
7.3.2	Steady 50km/h		
7.3.3	Steady 80km/h		
7.3.4	High way -100 and above km/h		

8.0	Interior		
8.1	Factory fitted five (05) seating capacity (including driver seat) (Specify the no of seats and layout should be given with the offer)		
8.2	All seats should be well cushioned and covered with durable water proof material with headrest		
8.3	Audio/CD/FM player with speakers need to be provided (USB support) Radio Should support Local networks		
8.4	Factory fitted powerful Air Condition Unit with adjustable air vents directed to all seats		

9.0	Exterior		
9.1	Intermittent Speed front wiper and washer		
9.2	Front heater		
9.3	Rear Window Defogger		
9.4	Front and rear Mud flaps		

Section V. Schedule of Requirements

9.5	Reverse warning buzzer		
9.6	Rear view camera		
9.7	Sun visors for doors		

10.0	Body		
10.1	Power Shutters		
10.2	Power Mirrors		
10.3	Towing hook		
10.4	The entire vehicle should be lockable with central locking facility. Key to be provide in duplicate		
10.5	Body colored front and rear bumpers		
10.6	Max. Gradeability (To be specified)		

11.0	Tyre & Rim		
11.1	Alloy wheel (Except spare wheel)		
11.2	Steel wheels (Except spare wheel)		
11.3	Radial type tyres, Tyre size should be available in Sri Lanka. Tyre size: Between 205 – 265 & 15" – 17" (Number of tyres and size to be specified)		
11.4	Spare wheel should same size as other wheels specified in 13.2		
11.5	All tyres should tubeless (Including spare wheel)	To be specified	

Section V. Schedule of Requirements

12.0	Mirrors		
12.1	Side mirrors with Power folding (To be specified)		
12.2	Back view mirror (Front, Inside)		
13.0	Safety of the vehicle		
13.1	SRS air bags systems for front 2 passengers (Compulsory) and side air bags		
13.2	Standard Seat belts should supply with seats (3P, ELR type seat belts)		
13.3	Door impact bars		
13.4	Power door locks with speed sensors		
14.0	Indicators		
14.1	Speedometer		
14.2	RPM meter		
14.3	Odometer and trip meter		
14.4	Fuel level Indicator or Gauge		
14.5	Water temperature indicator or gauge		
14.6	Digital Clock		
		To be Specified	
15.0	Electric System		
15.1	Electric starting system		
15.2	Parking light system		

Section V. Schedule of Requirements

15.3	Standard lighting systems for Front and rear (According to the Sri Lanka Motor Traffic)		
15.4	Inside lighting system for front and rear		
15.5	Maintenance free Battery		

16.0	General		
16.1	Certified copy of the Company Registration Certificate and Manufacturer's Authorization should be attached		
16.2	Bidder shall provide proof of carrying out service repair in the field workshop and shall have fully equipped workshop facility with dedicated tool to carry out repairs efficiently. Shall attached service facility structure and list of workshop facility.		
16.3	After sales service, bidder shall carry sufficient mandatory spares in stock.		
16.4	Bidder should have 5 years of experience in selling and supporting for the offered brand.		
16.5	Inside floor carpeting should provide		
16.6	Interior and exterior photos should be attached with the offer		

17.0	Dimensions/ Weight		
17.1	Wheel Base (To be specified)		
17.2	Ground Clearance (Minimum 210 mm)	To be Specified	
17.3	Overall Length × Width × Height		
17.4	Gross Vehicle Weight (Unladen)	To be Specified	

Section V. Schedule of Requirements

17.5	Gross Vehicle Weight (Laden)	To be Specified	
17.6	Front Axle capacity (To be Specified)	To be Specified	
17.7	Rear Axle capacity (To be Specified)	To be Specified	

18.0	Tools and Manuals		
18.1	Maintenance manual and Spare parts manual should be provided		
18.2	Standard tool kit should be provided		
18.3	Hydraulic Jack should be provided		
18.4	Wheel brace should be provided		

19.0	Local Agent		
19.1	Supplier should nominate a local agent who should be capable of carrying out preventive maintenance works, regular supply of spare parts and other related works for proper operation of the vehicle.		
19.2	A copy of the power of attorney with the customers' list should be submitted with the offer		
19.3	It should be an agent around Galle ,Matara and Hambanthota District for services and repairs who can give original company bill		

20.0	Warranty		
-------------	-----------------	--	--

Section V.Schedule of Requirements

20.1	<p>The Successful bidder should be required to guarantee the vehicle for good working condition at least for the period of 36 months (or 100,000 km) from the date of acceptance of goods by the purchaser.</p> <p>All defects on manufacturer found in the vehicle during warranty period should be made good by the supplier at this sole expense with no cost to the purchaser.</p>		
20.2	Detail description about Number of Free services including labour and materials (please state the time periods or mileages)	To be specified	
20.3	If only labour free, mention material cost for free services		
20.4	Attach rough estimate for maintenance and operational cost for 10 years	To be specified	

I hereby certify to comply with all the above Technical Specifications,

.....

Name of the Company

Authorized Signature

Date.

Section V. Schedule of Requirements

02. Technical Specifications for Supply and Delivery of Brand New Cars shall conform to the following Specifications.

No	Description	Specifications	Bidder's Offer (Yes/No Or Specify)	Bidder's Commitment
1.0	Status	Brand New, Branded Car		
2.0	Country Of Origin	Shall be specified		
3.0	CountryOf Manufacture/Assembly	Shall be specified		
4.0	Year Of Manufacture	Shall be the Current Year		
5.0	Vehicle Make/Model	Shall be specified		
6.0	Exterior & Interior Colors	Available color combination shall be provided		
7.0	Engine			
7.1	Model	Shall be specified		
7.2	Engine Capacity	From 1300 to 1600 cc, 4 Cylinder in-line, Turbocharged		
7.3	Fuel Type	Gasoline		
7.4	Fuelling & Injection System	Direct Injection, Spark Ignition		
7.5	Average Fuel Consumption	On full loaded at		
7.5.1	Urban Driving			
7.5.2	Steady 50 km/h			
7.5.3	Steady 80 km/h			
7.5.4.	High way 100 and above			
7.5	Cooling System	Water cooled		
8.0	Transmission	6-8 Speed Auto/ S Tronic		
9.0	Type of Drive	Front Wheel Drive		
10.0	Max Output	130-160 bhp at rated speed		
11.0	Max torque	230-260 Nm at rated speed		
12.0	Suspension			
12.1	Front Suspension	Double wishbone		
12.2	Rear Suspension	Leaf Springs		
13.0	Brakes			
13.1	Control	ABS or Other Advance		

		System		
13.2	Front & Rear	Ventilated Discs		
14.0	Steering	Power assisted with wheel Locking Facility		
15.0	Wheels	Front & Rear R17-18 Cast Alloy wheels.		
16.0	Safety			
16.1	Air Bags	Side Air- bags for front and head air-bags for front & rear		
16.2	Seat Belts	For all Passenger (Including Driver)		
17.0	Speed/Trip Meter	Should be available in "Kilometers"		
18.0	Top Speed	More than 200kmph		
19.0	Acceleration	0-100 kmph below 10sec		
20.0	Seats	5- seats(including Driver),Front seats electrically adjustable, Head rests for all & Rear seat folding back		
21.0	Ac	Automatic air-conditioning system with 3 zone control		
22.0	Car set	with CD Drive, Double Tuner,MP3 Decoder		
23.0	Other Features			
23.1	Door Mirrors	Electrically Adjustable Door Mirrors		
23.2	Remote Control Central Locking System	Shall be available		
23.3	On Board Computer	Shall be available		
23.4	Reverse Camera	Shall be available		
23.5	Floor mats at front & rear	Shall be available		
23.6	Space saving spare wheel	Shall be available		
23.7	Glass sunroof	Shall be available		
23.8	LED Headlights	Shall be available		
23.9	Headlights washers	Shall be available		
24.0	Other Standard Fittings	All Shall be specified		
25.0	Warranty	3 Years or 100000km whichever occur first		
26.0	Manufacturer Authorization	Attach authorization Letter		

27.0	Tools & Accessories	Owner's Manuals & Standard Tool kit shall be provided		
28.0	After sale services	Shall be specified		

I hereby certify to comply with all the above Technical Specifications,

.....

Name of the Company

Authorized Signature

Date.

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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 therefrom, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Completion" means the fulfillment of the supply of Vehicles 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) "Purchaser" means the entity purchasing the Vehicles and Related Services, as specified in the Contract Data.
- (h) "Related Services" means the services incidental to the supply of the Vehicles, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (i) "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.

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.
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,
- 6.1 If the Supplier is a joint venture, consortium, or Consortium or association, all of the parties shall be jointly and severally Association 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 Vehicles supplied shall be complied to other internationally accepted 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 the Purchaser shall pay the Supplier any monies due the Supplier.

11. Scope of Supply

11.1 The Vehicles 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 Vehicles 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 Vehicles 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 Vehicles 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 Vehicles 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 nominated Bank on behalf of 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, Registration fees ,number plate charges etc., incurred until delivery of the contracted Vehicles 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.

21. Specifications and Standards and 21.1 Technical Specifications and Drawings

(a) The Vehicles 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 Vehicles' 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 Vehicles 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 Vehicles 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 Vehicles 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 Vehicles 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 Vehicles' 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 traveling 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 Vehicles 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 Vehicles 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 Vehicles 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 Vehicles 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 Vehicles 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 thirty six (36) months after the Vehicles, 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 vehicles 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.

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.

[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

CC 1.1(i)	The Purchaser is: Chief Secretary , Southern Province.
CC 1.1 (m)	Final Destination is: Chief Secretary's Office, S.H.DahanayakaMawatha, Galle.
CC 8.1	Telephone: 0914946368/0914946974 Facsimile number: Electronic mail address: procurementplan1@gmail.com
CC 12.1	Details of Shipping and other Documents to be furnished by the Supplier are .Bill of Lading , Packing List, Invoice, Letter of Credit if necessary.
CC 15.1	Sample provision[Select appropriately] CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment shall be made in Sri Lanka Rupees through the nominated Bank for the financial leasing within twenty eight (28) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. No advance payment can be given.
CC 17.1	A Performance Security: A performance Security shall be submitted an unconditional Bank guarantee valid beyond the contract in favor of Chief Secretary obtained from a commercial Bank to the value 10 % of the contract prices
CC 25.1	The inspections and tests shall be: The supplier shall carry out tests and inspections with participation of the purchaser
CC 25.2	The Inspections and tests shall be conducted at: Test and inspection can be conducted at the point of delivery of the vehicles where convenience to the both party.
CC 26.1	The liquidated damage shall be: 0.01 % per week
CC 26.1	The maximum amount of liquidated damages shall be ⁴⁹ : Rs.1,000,000.00

Section VIII. Contract Forms

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SAMPLE

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

[Note: the purchaser is required to fill the information marked as "*" and delete this note prior to selling of the bidding document]

[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:-----[Name and Address of Employer] -----

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 dateincluding the warranty period] and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

Southern Provincial Council
Chief Secretary's Office
Invitation for Bid
Supply of Brand New Vehicles
Bid No: SPC/CSS/NCB/15/6/V/03

01. The chairman, Chief Secretary Procurement committee Southern Province now invites sealed bids from eligible and qualified bidders for the purchasing of Brand new Vehicles under the method of Financial Leasing for the use of Southern Provincial Council.

Bid No	Description	Quantity	Bid Security Rs.	Non Refundable Fee. Rs.
SPC/CSS/NCB/15/6/V/03	Purchase of Brand New Double Cabs	67	85,00,000.00	60,000.00
	Purchase of Brand New Cars	13		

02. Bidding Process will be conducted through National Competitive Bidding (NCB) procedure and the biddings only through Authorized Distributor of the mother Company are allowed. Failure of submission through Authorized Distributor of the mother Company will result to consider as non-responsive bid.

03. The Source of fund is Provincial Council Fund.

04. A complete set of Bidding Documents in English language may be purchased by Interested Bidders who wish to quote for this procurement on the submission of a written application to the Accountant Supply, Supply Division, Chief Secretary's Office, S.H. Dahanayake Mawatha, Galle upto 27th August 2019 from 9.00 A.M. to 3.00 P.M. upon payment of a Non-refundable fee of Rs 60000.00 in cash to the Shroff of the Chief Secretary's Office.

05. All bids should be accompanied by a bid security an unconditional bank guarantee valid upto 31st December 2019 in favour of Chief Secretary, Southern Province obtained from a reputed Commercial bank approved by the central Bank of Sri Lanka to the value mentioned in the above.

06. Bids in English Language must be couriered /delivered address to Chairman, Procurement Committee, Chief Secretary's Office, S.H. Dahanayake Mawatha, Galle under a sealed cover on or before **10.30 a.m. on 28th August 2019**. Late bids and bids sent by email will not be accepted. Envelope containing the Bid should be marked "**Bid No: SPC/CSS/NCB/15/6/V/03- Bids for Brand New Vehicles**" on top left hand corner of the same.

07. The bids shall be enclosed the **original** and the **duplicate copy** in separate sealed envelope duly marking the envelopes as original and copy shall then be enclosed in one single envelop.

08. Pre- Bid meeting will be held on 16th August 2019. at 10.30 a.m at the Chief Secretary's Office. S.H. DahanayakaMawatha, Galle.

09. Bids will be opened immediately after the deadline for bid submission in the presence of bidders' representatives who choose to attend.

10.The Chief Secretary's procurement Committee reserves the right of rejecting any or all bids or cancelling the whole process of calling for bids without assigning any reason whatsoever or the right of accepting any bid or portion of any bid.

11.Further details and clarifications could be obtained from Accountant Supply at Chief Secretary's Office Tel -0914946368,or 0914946974. Fax.-0912226409

R.C,DeZoysa,

Chief Secretary -Southern Province.

The Chairman - Chief Secretary Procurement Committee.

Chief Secretary's Office.

S.H. DahanayakaMawatha

Galle.

2019.07.30