



**Ministry of Public Security and  
Parliamentary Affairs of Sri Lanka**

**SRI LANKA POLICE SPECIAL TASK FORCE**

**PROCUREMENT DOCUMENT**

**(National Competitive Bidding-Single Stage One Envelope Bidding Procedure)**

**Procurement of 06 Nos. Brand New Cars (Hatch  
back/ SUV type) for Special Task Force**

**IFB No: PS/03/PB/08/16/26**

**Employer:** Commandant,  
Special Task Force,  
Headquarters,  
No.223,  
Buddhaloka Mawatha,  
Colombo 07.

# 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 Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are **specified in the BDS**. The name, identification, and number of lots (individual contracts), if any, are **provided in the BDS**.

1.2 Throughout these Bidding Documents

- (a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
- (b) if the context so requires, “singular” means “plural” and vice versa; and
- (c) “day” means calendar day.

### 2. Source of Funds

2.1 Payments under this contract will be financed by the source **specified in the BDS**.

### 3. Ethics, Fraud and Corruption

3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:

- Parties associated with Procurement Actions, namely, 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, non-competitive levels; and
- (d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

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

#### **4. Eligible Bidders**

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

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

- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
- (b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

4.3 A Bidder that is under a declaration of ineligibility by the National Procurement (NPA), (Presently National Procurement Commission of Department of Public Finance) 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 [www.treasury.gov.lk](http://www.treasury.gov.lk)

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

#### **5. Eligible Goods**

5.1 All goods supplied under this contract shall be complied

**and Related Services**

with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards.

## **Contents of Bidding Documents**

### **6. Section of Bidding Documents**

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

#### **Volume 1**

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

#### **Volume 2**

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

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

### **7. Clarification of Bidding Documents**

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

### **8. Amendment of Bidding Documents**

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

8.2 Any addendum issued shall be part of the Bidding

Documents and shall be communicated in writing to all who have purchased the Bidding Documents.

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

### **Preparation of Bids**

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with **ITB Clauses 12, 14, and 15;**
  - (b) Bid Security, in accordance with **ITB Clause 20;**
  - (c) documentary evidence in accordance with **ITB Clauses 18 and 29**, that the Goods and Related Services conform to the Bidding Documents;
  - (d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
  - (e) any other document required in the BDS.
- 12. Bid Submission Form and Price Schedules** 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids** 13.1 Alternative bids shall not be considered.
- 14. Bid Prices and Discounts** 14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.
- 14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, if a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.
- 14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of

contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.

- 14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:
- (a) on components and raw material used in the manufacture or assembly of goods quoted; or
  - (b) on the previously imported goods of foreign origin.
- (ii) However, VAT shall not be included in the price but shall be indicated separately;
- (iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;
- (iv) the price of other incidental services

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

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

**15. Currencies of Bid**

15.1 The bidder shall quote in Sri Lankan Rupees or Foreign currencies and payment shall be payable only in Sri Lankan Rupees.

**16. Documents Establishing the Eligibility of the Bidder**

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

**17. Documents Establishing the Conformity of the Goods and Related Services**

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

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance

characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of

spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if **specified in the BDS** following commencement of the use of the goods by the Purchaser.

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

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

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

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

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

**19. Period of Validity  
of Bids**

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

19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder

granting the request shall not be required or permitted to modify its bid.

## 20. Bid Security

20.1 The Bidder shall furnish as part of its bid, a Bid Security, as specified in the BDS.

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

- (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
- (b) be issued by an institution acceptable to Purchaser. The acceptable institutes are published in the NPC (Department of Public Finance) website, [www.treasury.gov.lk](http://www.treasury.gov.lk) In relation to the foreign bank the contractor should advise through

Central Bank of Sri Lanka approved Commercial Bank operating in Sri Lanka.

- (c) be substantially in accordance with the form included in Section IV, Bidding Forms;
- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for the period specified in the BDS.

20.3 Any bid not accompanied by a substantially responsive Bid Security 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 42;
  - (ii) furnish a Performance Security in accordance with ITB Clause 43.

**21. Format and Signing of Bid**

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

**22. Submission, Sealing and Marking of Bids**

**Submission and Opening 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.

**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 Sub-Clause 24.1.

- 26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security. 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.

**27. Confidentiality**

**Evaluation and Comparison of Bids**

- 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.

CONFIDENTIAL

**30. Non-conformities, 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 Sub Clause 12.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 12;

(c) Bid Security, in accordance with ITB Clause 2

- 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.
- 33. Conversion to Single Currency**
- 33.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.
- 34. Domestic Preference**
- 34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.
- 35. Evaluation of Bids**
- 35.1 The 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 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 setout in Section III, Evaluation and Qualification Criteria;

- (e) Adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.
- 35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors listed in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids
- 35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.
- 36. Comparison of Bids** 36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.
- 37. Past qualification of the Bidder** 37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

## **Award of Contract**

- 39. Award Criteria** 39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40. Purchaser's Right to Vary Quantities at Time of Award** 40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 41. Notification of Award** 41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.
- 42. Signing of Contract** 42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.
- 42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.
- 43. Performance Security** 43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.

- 43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. 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.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: Special Task Force
ITB 1.1	<p><i>The Name and Identification Number of the Contract are:</i>  Name: <b>Procurement of 06 Nos. Brand New Cars (Hatch back/ SUV type) for Special Task Force.</b></p> <p>Identification Number : <b>PS/03/PB/08/16/26</b></p>
ITB 2.1	The source of funding is: Government of Sri Lanka ( <i>GOSL</i> )
	B. Contents of Bidding Documents
ITB 7.1	<p>For <b><u>Clarification of bid purposes</u></b> only, the Purchaser's address is:  Attention: <b><i>Chief Accountant</i></b></p> <p>Address: - Ministry of Public Security and Parliamentary Affairs,  17<sup>th</sup> Floor, Suhurupaya,  Baththaramulla.</p> <p>Telephone: <b><i>0112887697</i></b></p> <p><b><i>Fax Number: 0112887784</i></b></p> <p>Electronic mail address: <b><u>mops.procurementunit@gmail.com</u></b></p>
	C. Preparation of Bids
ITB 11.1 (e)	<p><b>ITB 11.1 (e) – Additional Documents Required with the Bid</b></p> <p>The Bidder shall submit the following documents with the Bid:</p> <p><b>i. Manufacturer's Authorization</b>  If the Bid is submitted by a party other than the manufacturer (such as an importer, trader, or agent), who will act as the supplier and sign the contract, such bidders shall submit a statement from the manufacturer certifying that the bidder is authorized to offer goods manufactured by them, and that the</p>

manufacturer will assume all warranty obligations. (Use the format given in this document for “Manufacturer’s Authorization”).

**ii. Manufacturer’s Experience Certificate**

Certificate issued by the Chamber of Commerce or a recognized authority of the respective country, certifying that the manufacturer possesses at least **five (05) years’ experience** in manufacturing. *(This may be requested by the Procuring Entity if required).*

**iii. Audited Financial Statements**

Audited financial statements for the previous **three (03) consecutive financial years**.

**iv. Financial Capacity**

Evidence that the bidder’s **average annual turnover during the last three (03) years is at least Rs. 200 Million**.

**v. Sales Performance**

Documentary evidence to prove the bidder’s sales performance during the last **ten (10) years**.

**vi. Technical Literature**

Brochures, technical literature, pamphlets, drawings, etc. demonstrating compliance with the technical specifications of the items offered. These shall specifically relate to the Cars (Hatch back/ SUV type) concerned.

**vii. Receipt of Bidding Document Purchase**

A copy of the official receipt for purchasing the bidding documents.

**viii. Power of Attorney** (if applicable).

**ix. Authentication of Signatory** (if applicable).

**x. Past Supply Performance**

Evidence that the bidder has previously sold or imported a similar number of Cars (Hatch back/ SUV type) during the last **five (05) years**.

**xi. Public Contract Act Requirements**

The requirements under the **Public Contract Act No. 03 of 1987**. The original certificate shall be submitted with the bid.

**xii. Quality Certification**

Certificates issued by recognized quality control institutes applicable to the **manufacturing plant** (e.g., ISO, CE, or equivalent).

*These certificates shall be submitted only upon request of the Procuring Entity (PE).*

**xiii. Manufacturer’s Experience Confirmation**

Written confirmation from the manufacturer of at least **five (05) years’ experience** in manufacturing Cars (Hatch back/ SUV type).

**xiv. Warranty & Spare Parts Support**

	<p>Certificate to prove the availability of an international warranty and spare parts support for at least <b>ten (10) years</b>.</p> <p>xv. <b>After-Sales Service</b> Confirmation of the presence of an authorized agent’s after-sales, care, and maintenance facilities with island-wide coverage at least <b>ten (10) years</b>.</p> <p>xvi. <b>Spare Parts Availability</b> Detailed information on the availability of spare parts within Sri Lanka. (Authorized letter from manufacture)</p> <p>xvii. <b>Business Registration &amp; Agency Certificate</b> Copy of the business registration for motor vehicle trading, together with a valid certificate confirming the bidder’s status as the authorized agent of the respective brand.</p> <p>xviii. <b>Workshop Facilities</b> Certificates and details of workshop facilities owned and maintained by the local agent, including their locations.</p> <p>xix. <b>Non-Collusion Affidavit</b> All bidders are required to complete and sign the <b>Non-Collusion Affidavit</b>. (Sample format is attached as “<b>Annexure I</b>”).</p>
<b>ITB 13.1</b>	Alternative or Option Bids shall not be considered. Only one bid is allowed for a bidder.
<b>ITB 14.3</b>	Bidder shall quote for total quantity. 06 Nos. Brand New Cars (Hatch back/ SUV type)
<b>ITB 15.1</b>	<p>Bidders are permitted to quote the following cost components in <b>foreign currency</b>:</p> <p>i. Unit Cost (FOB) ii. Cost of Freight iii. Cost of Insurance iv. Any other applicable charges up to the <b>CIF (Cost, Insurance, and Freight)</b> price.</p> <p>These details must be clearly provided by completing <b>Annexure “A”</b>, in addition to the main <b>Price Schedule</b>.</p>
<b>ITB 17.3</b>	List of General Maintenance, Spares required after the warranty period should be specified and estimated price list of those items to be indicated.
<b>ITB 18.1 (b)</b>	<p><b>Warranty and After-Sales Service</b> The manufacturer shall provide a warranty period of <b>not less than three years or 100,000 kilometers, whichever occurs first</b>.</p> <p>The Bidder shall also specify the availability of:</p> <ul style="list-style-type: none"> <li>• Authorized <b>after-sales service</b>,</li> <li>• <b>Care and maintenance facilities</b>, and</li> <li>• <b>Workshop facilities</b> with island-wide coverage.</li> <li>• <b>03 free service</b></li> </ul>

<b>ITB 19.1</b>	The bid shall be validity until <b>09.10.2026</b> (91 days from the bid submission closing date)
<b>ITB 20.1</b>	<p><b>Bid Security</b></p> <p>a. The Bid shall include a Bid Security. The Bid Security Guarantee shall:</p> <p>i. Be an <b>irrevocable &amp; unconditional, on-demand bank guarantee;</b></p> <p>ii. Be issued by a <b>Commercial Bank operating in Sri Lanka</b> and approved by the <b>Central Bank of Sri Lanka;</b></p> <p>iii. Be made <b>in favour of the Secretary, Ministry of Public Security and Parliamentary Affairs.</b></p> <p>iv. Be in the form included in <b>Section IV of the Bidding Documents.</b></p>
<b>ITB 20.2</b>	<p>The amount of the Bid Security shall be <b>Rs. 850,000.00</b></p> <p>The validity period of the bid security shall be <b>06.11.2026</b> (119 days from the bid submission closing date)</p>
	<b>D. Submission and Opening of Bids</b>
<b>ITB 22.2 (c)</b>	<p>The inner and outer envelopes shall bear the following identification marks  Name: <b>06 Nos. Brand New Cars (Hatch back/ SUV type) for Special Task Force</b>  Ref No : PS/03/PB/08/16/2026  <b>For Attention:- Secretary/ Ministry of Public Security and Parliamentary Affairs</b></p>
<b>ITB 23.1</b>	<p><b>For bid submission purpose, the purchaser's address is;</b>  <b>Attention: Secretary/ Ministry of Public Security and Parliamentary Affairs'</b></p> <p><b>Address:</b> Ministry of Public Security and Parliamentary Affairs,  17<sup>th</sup> Floor, Suhurupaya,  Battaramulla</p> <p>The deadline for the submission of bids is</p> <p><b>Date:. 10.07.2026</b>  <b>Time: 11.00 hrs</b></p>

ITB 26.1	<p><b>The bid opening shall take place at:</b></p> <p><b>Address: Procurement Branch</b>  Ministry of Public Security and Parliament Affairs,  17<sup>th</sup> Floor, Suhurupaya,  Battaramulla</p> <p><b>Date: 10.07.2026</b></p> <p><b>Time: 11.00 hrs</b></p>
<b>E. Evaluation and Comparison of Bids</b>	
ITB 34.1	Domestic preference <i>shall not</i> be a bid evaluation factor.
ITB 35.4	<p><b>Evaluation Criteria and Methodology</b></p> <p>The following factors and methodology shall be used for the evaluation of bids:</p> <p><b>i. Eligibility of the Bidder</b></p> <ul style="list-style-type: none"> <li>• Compliance with legal, financial, and administrative requirements.</li> </ul> <p><b>ii. Bid Security Guarantee</b></p> <ul style="list-style-type: none"> <li>• Submission of a valid bid security in accordance with the bidding documents.</li> </ul> <p><b>iii. Form of Bid</b></p> <ul style="list-style-type: none"> <li>• Submission of a duly completed and signed Form of Bid.</li> </ul> <p><b>iv. Technical Compliance</b></p> <ul style="list-style-type: none"> <li>• Compatibility with the given technical specifications.</li> <li>• Compatibility with applicable international standards.</li> <li>• Submission of brochures, technical literature, and documentation demonstrating conformity.</li> </ul>

**v. Training Facilities**

- Complimentary training provided by the bidder on the maintenance, servicing, and repair of the Cars (Hatch back/ SUV type) and associated equipment.

**vi. Price and Discounts**

- Quoted price and discounts offered by the bidder.

**vii. Past Performance**

- Evidence of having previously sold or imported a significant number of Cars (Hatch back/ SUV type) during the last ten (10) years.

**viii. Financial Capacity**

- Average annual turnover of at least **Rs. 200 million** during the last three (03) years.
- Average working capital of at least **Rs. 250 million** during the last three (03) years.  
*(If this requirement cannot be met, a valid credit facility letter from a commercial bank shall be accepted.)*

**ix. Submission of Additional Documents**

- All documentation required under ITB 11.1(e).

**x. Delivery Period**

- The exact delivery period must be clearly indicated.
- Conditional bids shall not be accepted.
- False delivery indications will result in forfeiture of the performance bond, without granting any extension.

**xi. Warranty and After-Sales Support**

- Warranty period offered.
- Manufacturer's certificate confirming:
  - Manufacture of the complete vehicle,
  - Availability of after-sales service, and
  - Availability of spare parts (certified copy to be attached).

**xii. Post-Qualification**

- Assessment of the bidder's technical, financial, and operational experience to confirm capability to perform the contract.

**xiii. Physical Inspection**

- During evaluation, the substantially responsive and qualified bidder shall present a sample car for physical inspection. (The detailed

	<p>inspection and test criteria are attached as <b>Annexure II</b>)</p> <ul style="list-style-type: none"> <li>If cars are not available in the local agent's stock, the bidder shall be facilitated an inspection visit to the manufacturer's country for 05 members of the bid evaluation committee including air travel, local transport, accommodation, meals &amp; related expenses.</li> </ul> <p>(Within 21 days from the notify date by evaluation committee).</p> <p><b>xiv Customs Duty, VAT, and other statutory taxes shall not be considered for evaluation</b></p> <p>In the event of any discrepancy between the ITB and this BDS regarding price components for evaluation, the provisions of this BDS shall prevail.</p>
<b>ITB 35.5</b>	Bidders shall quote for total quantity.
<b>Pre Bid Meeting</b>	Pre Bid Meeting will be held on <b>25.06.2026 at 10.00 hrs</b> at the Ministry of Public Security and Parliamentary Affairs, 17th Floor, Suhurupaya, Battaramulla.
<b>Appeal</b>	<p>Each appeal shall be made <b>in writing</b> and accompanied by a <b>non-refundable cash deposit of Rupees Twenty-Five Thousand (LKR 25,000/=)</b>, as specified in the Procurement Documents.</p> <p>The deposit shall be made to the Secretary, Ministry of Public Security and Parliamentary Affairs, 17th Floor, Suhurupaya, Battaramulla, and an official receipt must be obtained.</p> <p>All procurement appeals must be submitted <b>within seven (07) working days</b> from the date the bidder is informed by the Secretary of the Ministry of Public Security and Parliamentary Affairs of the intention to award the contract to the successful bidder.</p> <p>Each appeal shall be addressed to the Secretary, Ministry of Public Security and Parliamentary Affairs, 18th Floor, Suhurupaya, Battaramulla.</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. Multiple Contracts (ITB 35.5)
4. Domestic Preference (ITB 34.1)
5. Post qualification Requirements (ITB 37.2)

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## Section III- Evaluation and Qualification Criteria

### 1. Evaluation Criteria (ITB 35.3 (d))

The purchaser's evaluation of a bid may take in to 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 methodologies.

- (a) Delivery schedule 27

#### **Option 1**

*The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both date 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, as 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.*

#### **Option 2**

The Goods covered under this invitation are required to be delivered within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, and adjustment per week, as specified in the **Bid Data Sheet** will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

#### **Option 3**

The goods covered under this invitation are required to be delivered in partial shipments as specified in the Schedule of Requirements. Bids offer in deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price by factor equal to a percentage, specified in the **Bid Data Sheet**, of price per week of variation from the specified delivery schedule.

- (b) Deviation in payment schedule.(insert 1 of the following)

- (I) *Bidders shall state their bid price for the payment schedule outline In the Contract Data. Bid shall be evaluated on the basis of this base price. Bidders are, however, permitted to state and alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the*

*payment schedule out lined in the Contract Data.*

**or**

- (II) The Contract Data stipulate the payment schedule specified by the purchaser. If a bid deviates from the schedule and if such deviation

27 Insert one of the following options

Section III : Evaluation and Qualification Criteria  
*is considered acceptable to purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms out lined in the bid as compared with those stipulated in the Contract Data, at the rate per annum specified in BDS Sub-Clause 35.3(d).*

- (c) Cost of major replacement components, mandatory spare parts, and service.*[insert one of the following]*

(i) *The list of items and quantities a major assemblies, components and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 17.3, is in the List of Goods. and adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only. At quantities*

**or**

(ii) *The Purchaser will draw up a list of high - usage and high - value items of components and spare parts, along with estimated quantity of usage in the initial period of operation specified in the BDS Sub-Clause 17.3. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the bidder and added to the bid price, for evaluation purposes only.*

- (d) Specific additional criteria

*Other specific additional criteria to be considered evaluation, and the evaluation method shall be detailed in BDS Sub-Clause 35.3 (d)]*

## **2. Evaluation criteria (ITB 35.4)**

### **Physical Inspection**

- During evaluation, the substantially responsive and qualified bidder shall present a sample car for physical inspection. (The detailed inspection and test criteria are attached as **Annexure II**)
- If cars are not available in the local agent's stock, the bidder shall be facilitated an inspection visit to the manufacturer's country for 05 members of the bid evaluation committee including air travel, local

transport, accommodation, meals & related expenses.

### Section III : Evaluation and Qualification Criteria

#### 3. **Multiple Contract (ITB 35.5)**

The Purchaser shall award multiple contracts to the bidder that offers the lowest evaluated combination of bids (one contract per bid ) and meets the post - qualification criteria (this Section III, Sub-Section ITB 37.2 post- Qualification Requirements)

The Purchaser shall:

- (a) Evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub - Clause 14.8
- (b) take into account:
  - (i) the lowest - evaluated bid for each lot and
  - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid”
- (c) Deliver period & After sales services:

**(j) Delivery** – Priority will be given to bidders who can supply **within ninety (90) days**. Availability of ex-stock or shorter delivery periods will also be given preference.

**(ii) After-Sales Service** – The bidder shall ensure **island-wide branches** for servicing, maintenance, and repairs.

**(iii) Free Services** – A minimum of **three (03) free services** shall be offered. The details of such services (including labour, replacement of materials, etc.) shall be clearly specified and provided free of charge.

Section III : Evaluation and Qualification Criteria

**3 Domestic preference (ITB 34.1)**

If the Bidding Data Sheet show specifies, the Purchaser will grant a margin of preference to Goods manufactured in Sri Lanka for the purpose of bid comparison, in accordance with the procedure out lined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

*(a) Group A:* Bids offering Goods manufactured in Sri Lanka, for which (i) labor, raw materials, and components from within Sri Lanka account for more than thirty (30) percent of the price quoted; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such Goods at least since the date of bid submission.

*(b) Group B:* All other bids

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bid shall be compared with each other and if as a result of this comparison a bid from Group A, it shall be selected for the award.

If, as a result of the preceding comparison, the lowest evaluated bid is from Group B, all Group B bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of Goods offered in the bid for Group B, for the purpose of the further comparison only and amount equal to..... % of the bid price.<sup>28</sup>

**4. Post qualification Requirements (ITB 37.2)**

After determining the lowest - evaluated bid in accordance with ITB Sub-Clause 36.1, the Purchaser shall carry out the post qualification 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 Bidders qualification.

(a) Financial Capability

The Bidder shall furnish documentary evidence to demonstrate compliance with the following financial requirements:

- The **average annual turnover** of the Bidder during the last three (03) years shall be at least **Rs. 200 million**.
- The **average working capital** of the Bidder during the last three (03) years shall be not less than **Rs. 250 million**.
  - *(If the Bidder is unable to fully meet this requirement, a valid credit facility letter issued by a Commercial Bank shall be accepted in lieu.)*
- The Bidder shall submit the **audited financial statements** for the last three (03) financial years as supporting documents:
  - 2024–2025
  - 2023–2024
  - 2022–2023

(b) Experience and Technical Capacity

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

The Bidder shall provide documentary evidence to demonstrate that, within the last ten (10) years, they have successfully sold, supplied, or imported at least **1000 cars (SUV/ Hatch back) of the offered brand** in Sri Lanka.

(c) The Bidder shall furnish documentary evidence to demonstrate that the Goods its offers meet the following usage requirement: *[list the requirement (s)]*

## Section IV. Bidding Forms

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4. Manufacturer's Authorization .....	35

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## Bid Submission Form

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

Date:.....  
*[Insert date of Bid Submission]*

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

**To:       The Secretary,**  
Ministry of Public Security and Parliamentary Affairs,  
17<sup>th</sup> Floor, Suhurupaya,  
Battaramulla.

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 Schedules of Requirements the following Goods;  
.....
- (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 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (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 4.2;
- (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;

- (i) 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.
- (j). We understand that you are not bound to accept the lowest evaluated bid or any other bid that you that you may receive.

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

**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 prices 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 specified by the purchaser in the schedule of requirements.]*

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Section IV Bidding Forms

**PRICE SCHEDULE**

- Note: 1. Unless otherwise allowed under ITB Clause 15, the bidders are required to quote the prices under 'A' columns;  
 2. Bidders may quote prices under 'B' columns only if the ITB Clause 15 provides provisions to bid in foreign currencies for the line item  
 3. Purchaser is advised to fill columns 1,2 and 3 before issuing the bidding document and delete this note 3;

1	2	3	4	5	6	7	8	9	10	
			<b>Good and related Service offered within Sri Lanka ( in Sri Lanka Rupees)</b>							
			<b>Column 'A'</b>							
Line Item No.	Description of Goods or related services	Qty. and unit	Unit price (inclusive of duties, sales and other taxes) Excluding VAT	Price per line item (col. 3x4)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 4	Total price Excluding VAT (col 5+6)	Discounted Total price (if any) excluding VAT	VAT	Total price Including VAT (col 7 or 8+9)	
<b>LOT A</b>										
<b>01</b>	<b>Brand New Cars (Hatch back/ SUV type)</b>	<b>06 Nos.</b>								

\*\* Write the discounted price if any  
 \*\* If bidding in foreign currency, please use Annexure "A".

.....  
 Authorized Signature (with company stamp)

**Procurement of Brand New Cars (Hatch back/ SUV type) for Special Task Force****Summary CIF Colombo/ Hambanthota Seaport/ Katunayake Airport - Sri Lanka**

Bidding currency (Bidder to specify) :- .....

HS Code (Bidder to specify) :- .....

**Lot 01**

Item No	Description	No of Units	Currency	Unit Price	Total Price
1	<b>Lot 01: Cars (Hatch back/ SUV type)</b>	<b>06</b>			
	Total FOB Price				
2	Sea/Air Freight Charges				
3	Insurance				
4	Other charges in foreign currency (If any)				
4	Total CIF Price Seaport/Airport				
5	Exchange rate according to <b>ITB33.1</b>				
6	Total CIF Price in LKR				
7	Local Agents Charges				
8	Delivery Charges (logistics Stores, Rear STF Headquarters, Gonahena Kadawatha)				
9	Other Charges Only In LKR				
10	Discounts (if any)				
11	Total price in LKR (without VAT and customs duty)				
12	Customs duty, taxes, and other applicable charges shall be as per the relevant HS Code. <i>(Customs duty shall be paid by the Special Task Force (STF) to the Director General of Customs based on the CUSDEC. The supplier shall carry out all activities necessary to clear the goods from the port.) Not consider for evaluation</i>				
13	VAT on local agent and other expenses (without Custom VAT) <b>Not consider for evaluation</b>				
14	Total Price with VAT and custom duty )				

**Note:** If any detailed cost calculations are required to support the unit prices quoted in this Price Schedule, the bidder shall Spare part availability **such calculations as a separate annex**. Please ensure the annex is clearly labeled and referenced in the Price Schedule (e.g., “See Annex A – Price Calculation Details”).

.....  
Authorized signature

## Bid Guarantee

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

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

**\* Beneficiary:**           **The Secretary,**  
Ministry of Public Security and Parliamentary Affairs,  
17<sup>th</sup> Floor, Suhurupaya,  
Battaramulla.

**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----- Furthermore, we understand that, according to your quotation, Bids must be supported by a Bid guaranty

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

- (a) has withdrawn its Bids during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with 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 from, if required, or (ii) fails or refuse to furnish performance security, in accordance with the ITB.

This guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the bidder and of the performance security issued to You by the Bidder, or (b) if the bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to -----*(insert date)* Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.–

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

## **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 bidding 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: **The Secretary,**  
Ministry of Public Security and Parliamentary Affairs,  
17<sup>th</sup> Floor, Suhurupaya,  
Battaramulla.

### WHEREAS

We [insert complete name of Manufacture], who are official manufacturers of [insert type of goods manufactured] ,having Factories at [insert full address of Manufacture'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 Condition of Contract, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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

Dated on \_\_\_\_\_ date of \_\_\_\_\_ *[insert date of signing]*

## Section V. Schedule of Requirements

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## Section V. Schedule of Requirements

### ***Notes for Preparing the Schedule of Requirements***

The Schedule of Requirements shall be Included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be Supplied and the delivery Schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the price Schedule, for which a form is provided in section IV. In addition, the Schedule of Requirements, together With the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 41.

The date or period for delivery should be carefully specified, taking into account (a) the implication of delivery terms stipulated in the instructions to Bidders', and (b) the date prescribed herein from which the Purchaser's delivery obligation start (i.e, notice of award, contract signature, opening or conformation of the letter of credit).

## 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 No	Description of Goods	Quantity	Unit	Final (Project Site) Destination as specified in BDS	Delivery Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days following the date of effectiveness the contract]</i>	<i>( insert the number of days following the date of effectiveness the Contract)</i>	
<b>01</b>	<b>Brand New Cars (Hatch back/ SUV type)</b>	<b>06 Nos.</b>		STF Transport Division, Rear Headquarters, Gonahena, Kadawatha	<b>90 Days</b>	<b>90 Days</b>	

## 1. List of Related Services and Completion Schedule

*(This table shall be filled in by the purchaser. The Required Completion Dates should be realistic and consistent with the required Goods Delivery Dates)*

Service	Description of Service	Quantity	unit	Place where Services shall be performed	Final Completion Date (s) of Services
<i>[insert Services No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date (s)]</i>
<b>1</b>	Free of charge delivery of the final destination	<b>06 Nos.</b>	Not Applicable	STF Transport Division, Rear Headquarters, Gonahena, Kadawatha	.....2026
2	Minimum three (03) free services shall be offered. (including labour, replacement of materials, etc.)	<b>03 Nos.</b>	Not Applicable	Local agent plant/ workshop	
3	Local training shall be offered to 05 STF officers on service, maintenance, and repairs at the local agent's plant/workshop.	<b>05 officers</b>	Not Applicable	Local agent plant/ workshop	

### 3. Technical Specifications

*The purpose of the Technical Specification (TS), is to define the technical characteristic of the Goods and Related service required by the purchaser. The purchaser shall prepare the detailed TS take into account that:*

- The TS constitute the benchmark against which the purchaser will verify the technical responsiveness of bids and subsequently evaluate the bids. Therefore, well - defined TS will facilitate preparation of responsive bids by bidder, as well as examination, evaluation, and comparison of the bid by the purchaser.
- The TS shall require that all Goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
- The TS shall make use of best practices. Samples of specification from successful similar procurements may provide a sound basis for drafting TS.
- Standardizing technical specification may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical specification should be broad enough avoid restrictions on workmanship, material, and equipment commonly use in manufacturing similar kinds of goods.
- Standard for equipment, material, and workmanship specified in the Bidding documents shall not be restrictive. Recognized standards should be specified as much as possible. Reference to brand name, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by words “or substantially equivalent.” When other particular standards or codes of practice are referred in the TS, a statement should follow other authoritative standard that ensure least a substantially equal quality, then the standard mentioned in the TS will also be acceptable.
- Reference to brand name s and catalogue number should be avoided as for as possible; where unavoidable the words “or at least equivalent” shall always follow such references.
- Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:
  - (a) Standards of materials and workmanship required for the production and manufacturing of the Goods
  - (b) Detailed test required (type and number).
  - (c) Other additional work and /or Related Services required to achieve full delivery/competition.

## Section VII General Condition of Contract

- (d) Detailed activities to be performed by the Supplier, and participation of the purchaser thereon.*
- (e) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.*
- The Ts shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Purchaser shall include an additional ad- hoc bidding form (to be an Attachment to the Bid Submission Sheet), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.

When the Purchaser requests that the Bidder provides in its bid a part all of the Technical Specifications, technical schedules, or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its bid.

**Technical Specification & Compliance  
Brand New Cars (Hatch back/ SUV type)**

<b>Technical Spec</b>	<b>Bid Spec</b>	<b>Priority</b>	<b>Bidder's Response (Yes/ No/ Remarks)</b>
Make	To be stated by the bidder		
Model	To be stated by the bidder (Model should be a commonly used in Sri Lanka)		
Year Of Manufacture	Within 12 months prior to the bid award date.	Critical	
Is it Of Current Manufacture	To be stated by the bidder		
Country Of Origin	To be stated by the bidder		
Manufacture & Assembled	To be stated by the bidder		
General	Standard makes and models of vehicle completely built in the manufacturer's factory. The vehicle should be fabricated to comply with Motor Traffic Act of Sri Lanka and GOSL regulations.	Critical	
Colour	Available colours should be stated by the bidder	Critical	
Engine	Water/ Liquid cooled, Turbo charged, Petrol four stroke Engine	Critical	
Displacement	950 - 1100 CC	Critical	
Emission Standards	Euro IV or above	Critical	
No. of Cylinders	03 - 04 cylinders	Critical	
Max. Power	To be stated by the bidder		
Max. torque	To be stated by the bidder		
Fuel Type	Petrol	Critical	
Fuel Tank capacity	Min. 35 Liters	Critical	
Clutch	Single plate, dry type (Hydraulically operated)	Critical	
Gear Box	5-6 speed manual / Automatic transmission with one reverse	Critical	
Suspension	Front - MacPherson Strut with Lower Transverse Link, Rear - Beam with Twin Tube Telescopic Shock Absorbers.	Critical	
Steering	Power assisted steering, Right Hand Driven	Critical	
Drive Train	Front Wheel drive		
Brakes	Front - Disc brakes, Rear - Drum brakes (Anti-Lock Braking System (ABS) with Electronic Brake force, Distribution (EBD))	Critical	
Body type	Compact Crossover SUV	Critical	
Number of doors	05 doors, 01 no. driver door and 01 no. front passenger door, 02 nos. rear passenger doors and a rear tailgate (Boot door).	Critical	
Wheel & Tyres	Alloy wheels, four wheels and one spare wheel, tubeless type tyres, (Tyre size should be stated by the bidder).	Critical	
Seating capacity	Seats for 05 passengers (02 nos. front separate bucket seats, 2nd row 03 seats)	Critical	
	Seat belts for all passengers.	Critical	
	Seats should be fabricated by factory designed	Critical	
Dimensions	Length: 3900 - 4100 mm	Critical	
	Width: 1650 - 1775 mm		
	Height: 1550 - 1650 mm		
	Wheel base: 2500 mm (Approx:)		
	Ground Clearance - Min. 200 mm		

Weights (Payload)	To be stated by the bidder		
Performance Data	Top Speed - 150 Kmph		
	Acceleration : 0-100 km/h time of approximately 10 to 14 seconds		
	Max. Grade-ability - To be stated by the bidder		
Safety features	06 Air bags for driver & passengers		
	Seat belts for driver and all passengers.	Critical	
	360° Around View Monitor	Critical	
	Traction Control	Critical	
	Electronic Stability Control		
	Hydraulic Brake Assist	Critical	
	Hill Start Assist	Critical	
	Camera & Sensors	Critical	
	Structural Safety	Critical	
	Vehicle Dynamic Control	Critical	
	Rear parking sensors	Critical	
	Immobilizer, alarm system, and speed-sensing door locks	Critical	
	Alarm system, and speed-sensing door locks	Critical	
	Speed sensing door locks	Critical	
	Other safety features - should be stated by the bidder		
Electrical System	12V electrical system with single battery,	Critical	
Additional Fitments	Door Visors	Critical	
	Phone charger	Critical	
	Air purifier		
	Additional lamps		
	Side steps	Critical	
	Front and rear bumper cladding and guards	Critical	
	Tail door garnish and tailgate entry guard	Critical	
	Halogen / LED headlamps		
	Sun visors for driver & front passenger	Critical	
	Full Digital Advanced Multi-Functional display	Critical	
	Rear camera with Audio system with Bluetooth, USB, aux port, FM radio, Navigation with 360° reverse cameras	Critical	
	Inner mirror, day / night	Critical	
	Mudguards: front + rear	Critical	
	Power windows & power door lock	Critical	
Warranty & Services	Not less than 03 year from the date of delivery or 100,000 km. (worldwide warranty)	Critical	
Colours of the Number plates	Front number plate should be white background with black text on it. The back plate should be yellow background with black text on it. (The number plates should be standard colours that are used for civilian vehicles in Sri Lanka should not be used special colour for government vehicles)	Critical	
Services	Details of free services offered should be clearly stated (labor, replacement of material etc... free of charge)	Critical	
	Bidder should facilitate the free services at the their workshops.		

Literature	English Edition of ,		
	• Driver’s Hand Book (user manual) (One copy per vehicle).		
	• Spares Catalogue with soft copy		
	• Workshop Manuals		
Tools & Other Accessories	Required all standard tools & accessories, including tools for normal maintenance should be mentioned & supply by the bidder.	Critical	
After sales services & spare parts availability	Bidder should be clearly stated the after sales services & spare parts availability. (Authorized letter from the manufacture should be attached)	Critical	
Training	Local training shall be offered to 05 STF officers on service, maintenance, and repairs at the local agent’s plant/workshop.	Critical	
Registration	Vehicle should be registered by the bidder and registration plates should be fitted in accordance with the MTA of Sri Lanka.	Critical	

\*\*\*\* Bidder should be filled every column in details and also submitted the correct & complete details in the column that are “To be stated by the bidder”. Non-submitting of details may reasons to reject the bid at evaluation process.

Date :- .....

.....  
(Signature of the bidder)

## **4. Drawings**

These Bidding Documents includes “*the following*” drawings.

*Not applicable*

## 5. Inspections and Tests

The following inspections and tests shall be performed:

### **Inspections after receiving goods.**

- Once the consignment is received, the items will be checked by the inspection team of Special Task Force. The consignment will be accepted once passed the aforesaid test.
- 06 nos. Cars(Hatch back/ SUV type) will be tested at the delivery according to the testing methodology using the annexure II and accepted.

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## Section VII. Conditions of Contract

1.1.1 The following words and expressions shall have the meanings here by assigned to them:

### 1. Definitions

- (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 Document” 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 Goods to the Destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “CC” means the Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
- (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (l) “The Project Site”, where applicable, means the place named in the Contract Data.

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

## Section VII. General Condition of Contract

- 5. Language**
- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the suppliers and the purchaser, shall be written in English language. Supporting documents and printed Literature that are parts 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 purpose of interpretation of the Contract, this translation shall govern.
- 5.2 The supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the supplier.
- 6. Joint Venture, Consortium or Association**
- 6.1 If the supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as leader with authority to bind the joint venture, consortium, or association. shall not be altered without the prior consent of the purchaser.
- 7. Eligibility**
- 7.1 All Goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.
- 8. Notices**
- 8.1 Any notice given by party to the other pursuant to the Contract shall be in the writing to the address specified in the Contract Data. The term “in writing” mean 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.
- 10.1 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. Settlement of Disputes**
- 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 commence unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has

been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No: 11 of 1995.

10.3 Notwithstanding any reference to arbitration herein

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the purchaser shall pay the Supplier any monies due the Supplier.

**11. Scope of Supply**

11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

**12. Delivery and Documents**

12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the **Contract Data**.

**13. Supplier's Responsibilities**

13.1 The Supplier shall supply all the Goods and Related Services Included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.

**14. Contract Price**

14.1 Prices charged by the Supplier for the Goods supplied and the related services performed under the contract shall not vary from the prices quoted by the supplier in its bid.

**15. Terms of Payment**

15.1 The Contract Prices shall be paid as specified in the **Contract Data**.

15.2 The Supplier's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and related services performed, and by the document submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of and invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

**16. Taxes and Duties**

16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**17. Performance Security**

17.1 If required as specified in the **Contract Data**, the supplier shall, within fourteen (14) days of the notifications of contract award, provide a Performance security of Ten percent (10%) of the contract price for the performance of the contract

Section VII. General Condition of 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) following the Completions of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 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 material shall remain vested in such third party.

**18. Copy right**

**19. Confidential Information**

- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the writing 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 connecting 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 and 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 competition or termination, for whatever reason, of the Contract.

- 20. Sub contracting**
- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of CC Clause 3 and 7
- 21. Specification and Standards**
- 21.1 Technical Specifications and drawing:
- (a) The Goods and Related Services supplied under this contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin;
  - (b) The Supplier shall be entitle 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 addition for or the received version of such code and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the purchaser and shall be treated in accordance with CC Clause 32.
- 22. Packing and Documents**
- 22.1 The supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 23. Insurance**
- 23.1 Unless otherwise specified in the **Contract Date**, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery
- 24. Transportation**
- 24.1 Unless otherwise specified in the **Contract Data**, responsibility for arranging transportation of Goods shall be a responsibility of the supplier.

**25. Inspections and Tests**

- 25.1 The Supplier shall at its own expense and at no cost to the purchaser carry out all such test and/or inspections of the Goods and Related Services as are specified in the **Contract Data**.
- 25.2 The Inspection and test may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and /or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.
- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspection referred to in CC- Clause 25.2, provided that the Purchaser bear all of its own cost 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 Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and / or inspection shall be added to the Contract Price. Further, if such test and / or the supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completions Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Purchaser with the report of the results of any such test and / or inspection.
- 25.7 The Purchaser may reject any Goods or any parts thereof that fail to pass any test and / or inspections or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods of parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and / or inspections, 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 offer test and / or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub - Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

**26. Liquidated Damages**

26.1 Except as provided under CC Clause 31, if the Supplier fails to delivery any or 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 Goods or unperformed Service 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 resent or current models, and that they incorporate all resent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

27.3 Unless otherwise specified in the **Contract Data**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **Contract Data**.

27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

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

**28. Patent Indemnity**

28.1 The Supplier shall, subject to the Purchase's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages,

Section VII. General Condition of Contract

costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

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

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

- 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceeding or claim.
- 28.3 If the Supplier fails the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specifications, or other documents or materials provided by or on behalf of the Purchaser.

**29. Limitation of Liability**

29.1 Except in cases of criminal negligence or willful misconduct:

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**30. Change in Laws and Regulation**

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 obligation 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 it’s 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 the 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 Price to be charged by the Supplier for any Related Services that might be need 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 the written amendment signed by the parties.

**33 Extension 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 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 given 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 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, 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 reminder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for material and parts previously procured by the Supplier.

Section VII General Conditions of Contact:

**35. Assign-  
ment**

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

## Section VII. Contract Data

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

CC 1.1	The Purchaser is Special Task Force.
CC 1.1 (m)	Final Destination is Transport Division, STF Rear Headquarters, Gonahena, Kadawatha.
CC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Attention : Commandant,</p> <p>Address: Special Task Force , No 223, Bauddaloka Mawatha , Colombo 07 .</p> <p>Telephone/fax: 0112556506</p> <p>Electronic mail address: stftender@gmail.com</p>
CC 12.1	<p>Delivery Period: Within 90 days after awarding of contract Special Task Force, Transport Division, Rear Headquarters, Gonahena Kadawatha, Sri Lanka, will be the final destination of delivery and delivery schedule given by the Special Task Force with specified delivery dates are attached. (Inclusive of the date of the delivery to the final destination in Sri Lanka)</p> <p>Bidder should provide the time schedule of the delivery. All damage, and changes of any deviation of this schedule should be borne by the bidder</p>
CC 15.1	<p><b>CC 15.1 - The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</b></p> <p><b>A: For Goods offered within Sri Lanka</b></p> <p>Subject to the availability of ready cash, payment shall be made in Sri Lanka Rupees within thirty (30) 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.</p> <p>(i) On Acceptance: Subject to the availability of ready cash, the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p> <p>(ii) Payment method not subject to provisions of Local Letter of Credit (Local LC)</p>

	<p><b>B: For Goods Offered Through Foreign Letter of Credit (Foreign LC):</b></p> <p>(i) <b>On Delivery:</b> Sixty (60%) percent of Foreign currency portion of the Goods shall be paid through irrevocable conformed letter of credit opened in favor of the Supplier in a bank in Sri Lanka, upon the delivery of the goods to the final destination and upon submission of the documents specified in GCC Clause 12.</p> <p>(ii) <b>On acceptance:</b> Forty (40%) percent of the Foreign currency portion of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Subject to the availability of ready cash, payment of local currency portion shall be made in Sri Lankan Rupees within thirty (30) 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.</p>
CC 17.1	<p>A Performance Security shall be required.</p> <p>The Supplier shall, within fourteen (14) days of notification of contract award, provide a <b>Performance Security</b> in the amount of <b>ten percent (10%) of the total contract sum</b> for the due performance of the contract.( as per the format given in Section IX Contract forms )</p> <ul style="list-style-type: none"> <li>• The Performance Security shall be an <b>unconditional on-demand bank guarantee</b> issued by a Commercial Bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka.</li> <li>• The Performance Security shall remain valid for a period of <b>not less than three (03) years from the date of signing the official agreement</b>, thereby covering both the <b>delivery period</b> and the <b>warranty period</b>.</li> <li>• The <b>beneficiary</b> of the Performance Security shall be the <b>Commandant, Special Task Force</b>.</li> </ul>
CC 25.1	<p><b>Inspections and Tests</b></p> <p>The following inspections and tests shall be performed:</p> <ul style="list-style-type: none"> <li>• <b>Inspection upon Delivery:</b> Once the consignment is received, the items shall be inspected by the designated inspection team of the Special Task Force. The consignment will be accepted only upon passing the required tests.</li> </ul> <p>(All cars (06 nos.) at the delivery shall be subjected to inspection and testing).</p>
CC 25.2	<p>The Inspections and test for lot acceptance shall be conducted at point of delivery.</p>

CC 26.1	<p>The liquidated damage shall be 1% per week of the delivered price of the delayed goods.</p> <p>The maximum amount of liquidated damages shall be 10% of the contract price. Once the maximum is reached, the purchaser may consider termination of the contract.</p>
CC 27.3	<p><b>Warranty Period</b></p> <p>The warranty period shall be <b>three years or 100,000 kilometers, whichever occurs first.</b></p>
CC 27.5	<p><b>Defect Rectification under warranty period</b></p> <p>The Bidder shall repair or replace any defect notified within <b>fourteen (14) days</b> of receiving such notice.</p> <p>Failure to do so shall result in a <b>deduction of one percent (1%) of the Performance Security for each week of delay</b>, until the defect is rectified.</p>

**Section VIII Contract Form**

**Table of Forms**

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- 3. Bank Guarantee for Advanced Payment.....68

## 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* ] (hereafter the 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 Contact Price”)

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS**

1. In this Agreements words and expressions shall have the same meaning 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:
  - (b) This Contract Agreement;
  - (c) Contact Data;
  - (d) Condition of Contact ;
  - (e) Technical Requirements (including Schedule of Requirements and Technical Specifications);
  - (f) The Supplier’s Bid and original Price Schedules;
  - (g) The Purchaser’ Notification of Award;
  - (h) [ *Add here any other document(s)* ]
3. This Contract shall prevail over all other Contact 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 Contact.

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 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:**           **Commandant/ STF,**  
                                  No. 223,  
                                  Headquarters  
                                  Special Task Force  
                                  Buddhaloka Mawatha,  
                                  Colombo - 07

**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 & brief description] ( hereinafter called “the Contract”)

Furthermore, we understand that, according to the condition 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 sum not exceeding in total and amount of ----- [amount in figures] (-----) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

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

-----  
[Signature (s)]

### 3. Guarantee for Advance Payment

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

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

*[issuing agency's letterhead]*

**Beneficiary:** *[insert legal name and address of purchaser]*

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

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

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

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

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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date]*<sup>51.</sup>

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

50 *The bank shall insert the amount(s) specified in the CONTRACT DATA and denominated, as specified in the CONTRACT DATA, either in the currency (ies) of the Contract or a freely convertible currency acceptable to the purchaser.*

51 *Inset the Delivery date stipulated in the Contract delivery Schedule. The purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [ six month ] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

**Section V – Schedule of Requirements**

Following schedule should be attached in section V Schedule of Requirement.

**ITB 11.1 (e)**

Schedule of contract performed in last 05 years (Bidder)

Year	Annual turnover Rs.	Current assets	Current Liability	Inventory
Total				

.....  
Signed by Authorized person

- Add as ITB 11.1 (e) in BDS – Average annual turnover in last 03 years should be at least Rs. 100 Million

**Section V – Schedule of Requirements**

**ITB 11.1 (e)**

Schedule of Sales performance in last 10 years at supplying cars (Hatch back/ SUV type) in Sri Lanka.  
(Previously sold or imported similar number of cars (Hatch back/ SUV type) during the last 10 years)

Year	No. of Vehicles	Proofed document Attached (Yes/ No)

.....  
Signed by Authorized person

Pl. note if this page is not enough, use your format with similar columns.

**Non-collusion Declaration**

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

(a) I, nor any other member, agent or representative of the firm/ company/ corporation/ partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;

(b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid (Bid No. ....);

(c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

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

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

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

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

.....  
Signature of the Declarant

**Physical Inspection & Driving Test****I. Physical inspection (Pre Delivery Inspection)**

<b>Testing factor</b>	<b>Testing Method</b>	<b>Yes/ No</b>	<b>Remarks</b>
Make			
Model			
Engine Number			
Chassis Number			
<b><u>Visual &amp; Exterior Checks</u></b>			
Paint and Body work	Scratches/ Dents/ Imperfections on the body panels/ Fuel tank/ Other exterior components		
Finish	Quality/ Overall fit/ Finish		
Components	Verifying that all components are intact and securely fastened, with no missing parts		
<b><u>Fluids &amp; Tires</u></b>			
Fluid Levels	Check the oil, coolant, brake fluid, and clutch fluid levels, topping them off as needed.		
Tire Pressure	Confirm the tire pressure is at the manufacturer's recommended level.		
Tires & Wheels	Sizes & quality		
<b><u>Mechanical Components</u></b>			
Engine	Quality/ Overall fit/ Finish		
Brakes	Testing both front and rear brakes to ensure they are properly installed and function correctly		
Suspension	Checking that the suspension components are installed correctly and calibrated.		
Gears & other working parts	Check the gear shifting system & other working parts (Clutch/ Accelerator/ Break levers)		
Bolts and Fasteners	Checking all accessible bolts and nuts are tightened to the specified torque values		
<b><u>Electrical System</u></b>			
Lights	Test all lights, (Headlights with high and low beams, tail lights, brake lights, and turn signals)		

Horn	Ensure the horn is working correctly		
Battery	Verify the battery is securely mounted and functioning properly, especially for the electrical systems		
Other Switches	Run-off, Self-start & etc		
<b><u>Documentation &amp; Accessories</u></b>			
Owner's Manual	Check for the owner's handbook.		
Toolkit	Confirm the vehicle comes with the standard toolkit, spare fuses, or lamps.		
Accessories:	As per specification		

Tested date & Venue :- .....

Officers Rank/ Name :- .....

Signature :- .....

## II. Driving test (Performance test)

Testing factor	Testing Method	Yes/ No	Remarks
Weight	Check the manufacturer's official weight (usually listed on a sticker on the frame of the motorcycle)		
<b>Starting</b>			
Start	Condition		
Engine condition (Mechanical Integrity)	Sound / Vibration		
Quick Stop	60 - 0 Km		
Throttle & Acceleration	0 - 60 Km and gradually test the throttle response		
Gear Shifting performance	Shift through the gears to check the gear shifting quality		
Quick acceleration	Check the response		
Grade-ability	Check the response		
Lights & Signals	Check all indicators and all lights		
Wheel & Tyres	Condition		
Visibility	Windscreen, side windows, side mirrors.		
Mounting effectiveness	Check the response		
Safety Equipment	Seatbelts, doors, brakes, hand brake & etc.		
Interior Condition & features	Check the response		
Exterior Condition & features	Check the response		
Handling	Check the response		
Brakes	Engage the brakes to understand their stopping distance and effectiveness		

Tested date & Venue :- .....

Officers Rank/ Name :- .....

Signature :- .....