



The Government of the Democratic Socialist Republic of Sri Lanka

Ministry of Finance

**Development Lotteries Board**

**BIDDING DOCUMENTS**

**Supplying of 03 No's Motor Cars On Operational Leasing Basis**

**BID NO - DLB/PRO/2023/19**

**Bidders Name :-** .....

**Receipt No :-** .....

**Issued By :-** .....

**Development Lotteries Board,  
356. Dr. Colovin R. De Silva Mawatha,  
Colombo 2.**

## **Content of Bidding Documents**

- Invitation for Bid
- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Schedule of Requirements
- Section VI. Conditions of Contract (CC)
- Section VII. Contract Data
- Section VIII. Contract Forms



Ministry of Finance Economic Stabilization and National Policies  
**DEVELOPMENT LOTTERIES BOARD**  
INVITATION TO BID

**SUPPLYING OF 03 NO'S MOTOR CARS ON OPERATIONAL LEASING BASIS**  
**Bid No: DLB/PRO/2023/19**

Chairman, Minor Procurement Committee on behalf of the Development Lotteries Board invites sealed bids from the interested eligible bidders for supplying of 03 No's motor cars on operational leasing basis for 03 years period to the DLB.

**Eligibility Criteria**

Bidder should be a,

- Accredited vehicle agents in Sri Lanka with minimum 10 of vehicle fleet available or
- CBSL registered finance institute or
- Registered vehicle renting company

02. Bidding will be conducted through the National competition bidding.(NCB)
03. A complete set of Bidding documents in English language could be inspected and purchased upon submission of the written request by the supplier in the Procurement Division of Development Lotteries Board, No.356, Dr. Colvin R De Silva Mw, Union Place, Colombo2, from **26.05.2023** to **16.06.2023** (during working days) between 09.00 am to 03.00 p.m, upon payment of the non - refundable document fees **Rs. 2,300.00** (Inclusive of VAT 15%) The method of payment will be in cash.
04. The bids should be accompanied by a Bid security as stated in the bidding document.
05. All the bidders should have the contract registration certificate obtained according to the "Public contract Act No.3 of 1987" for the particular bid.
06. Bidders should furnish all the detailed information as required in the bidding documents.
07. As per the bid conditions, bids shall be delivered in duplicate with marked as top left hand corner of the envelopes "**Supplying of 03 No's motor cars on operational leasing basis for the DLB (Bid No:- DLB/PRO/2023/19)**" to reach the Chairman, Minor Procurement Committee, Development Lotteries Board, 356, Dr.Colvin R. De Silva Mawatha, Colombo 02., Sri Lanka, not later than **02.30 p.m** on **19.06.2023** and no bids will be accepted thereafter.
08. Bids should be forwarded by registered post or deposited in the box provided at Procurement Division of the Development Lotteries Board, at the above address. Bids will be **closed at 02.30 p.m** on **19.06.2023** and bids will be opened soon after closing time in the presence of bidder's representatives.
09. The bidding documents could be referred from the dlb website: [www.dlb.lk](http://www.dlb.lk)

Chairman,  
Minor Procurement Committee ,  
Development Lotteries Board,  
No 356, Dr. Colvin R De Silva Mawatha,  
Colombo 2. 011-4824824  
[www.dlb.lk](http://www.dlb.lk)  
26.05.2023

## **Section I. Instruction 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 indicted 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 provide 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 Sources 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 Department of Public Finance.

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 proactive” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
- (d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

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

#### 4. Eligible Bidders

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

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

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

- 4.3 A Bidder that is under a declaration of ineligibility by the Department of Public Finance (DPF), 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 Department of Public Finance ([www.pfd.gov.lk](http://www.pfd.gov.lk))
- 4.4 Foreign Bidder may submit a bid only if so stated in the BDS.
5. Eligible Goods and Related Services
- 5.1 All goods supplied under this contract shall be complied With applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards.
6. Sections of Bidding Documents
- 6.1 The Bidding Documents consist of 2 Volumes, which Includes 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 my 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 Suppliers address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received not 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 8.0

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  
preparation

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

10. Language of Bid

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

11. Documents  
Comprising the Bid

- 11.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14 and 15.

- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;
- (c) Documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;
- (d) Documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (e) Any other document required in the BDS.

## 12. Bid Submission Form and Price Schedules

- 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

## 13. Alternative Bids

- 13.1 Alternative bids shall not be considered.

## 14. Contract period/ Commencement of the contract 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 prices schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.
- 14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contract (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.
- 14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:



(a) On components and raw material used in the manufacture or assembly of goods quoted; or

(b) On the previously imported goods of foreign origin.

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

(iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;

(iv) the price of other incidental services

14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.

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

## 15. Currencies of Bid

15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder Shall quote in Sri Lankan Rupees and payment shall be payable only in Sri 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 and conform to the technical specifications and standards related 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 tool, 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 Suppliers 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 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 criteria specified in Section III. Evaluation and Qualification Criteria.

19. Period of Validity of Bids

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

- 19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be

extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security.

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

## 20. Bid Security

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

20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri 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 Department of Public Finance. ([www.pfd.gov.lk](http://www.pfd.gov.lk))

(c) be substantially in accordance with the form included in Section IV, Bidding Forms;

(d) Be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB clause 20.5 are invoked.

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

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

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

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

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

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

- (b) if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
- (c) if the successful Bidder fails to :
  - (i) sign the Contract in accordance with ITB Clause 42;
  - (ii) furnish a Performance Security in accordance with ITB Clause 43

## 21. Format and Signing of Bid documents

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

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

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

### **Submission and Opening of Bids**

## 22. Submission, Sealing and Marking of Bids

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

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

22.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
- (c) bear the specific identification of this bidding process as indicated in the BDS; and

- (d) Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 261.

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 not 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 Document in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## 24. Late Bids

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

## 25. Withdrawal and Modification of Bids

- 25.1 A Bidder may withdraw, or modify its Bid after it has been Submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal Notice are required). The corresponding substitution or Modification of the bid must accompany the respective written notice, all notices must be:
  - (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, or “ MODIFICATION”; and
  - (b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.
- 25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon

notification of contract award to the successfully 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 contain a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

- 26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid Securing Declaration, if required; and any other details as the Purchaser may consider appropriate.

Only discounts and alternative offers read out at Bid opening shall be considered for valuation. 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 minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The Bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The

Bidder's representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

### **Evaluation and Comparison of Bids**

#### **27. Confidentiality**

- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

#### **28. Clarification of Bids**

- 28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Suppliers 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 Suppliers 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 Suppliers rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

### 30. Nonconformities, Errors and Omissions Purchaser

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 the 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 non material nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;



- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

### 31. Preliminary Examination of Bids

- 31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.
  - (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
  - (b) Price Schedules, in accordance with ITB Sub-Clause 12;
  - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.

### 32. Examination of Terms and Conditions; 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 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.
- 32.4 Price quoted in the table No 01 of the price schedule, will be considered for financial evaluation.

### 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 a 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 as per the BDS
- 35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.
- 35.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) the Bid Price as quoted in accordance with clause 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
  - (c) Price adjustment due to discounts offered accordance with ITB Sub-Clause 14.2; and 14.3

(d) Adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III. Evaluation and Qualification Criteria;

(e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.

35.4 The Suppliers evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3; if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.

35.5 If so specified in BDS, these Bidding Documents shall allow  
Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder.

The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in  
Section III. Evaluation and Qualification Criteria.

#### 36. Comparison of Bids

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

#### 37. Post-Qualification of the Bidder

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

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

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

38. Suppliers 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. Suppliers Right to  
Vary Quantities at the  
Time of Award

40.1 At the time the Contract is awarded, the Purchaser reserves The right to increase or the 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 the contract

42.1 Within Seven (7) days after notifications, 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 days (14) 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 to the successful Bidder to submit the above mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid Securing Declaration. In that event the Purchaser may award the contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the purchaser to be qualified to perform the contract satisfactorily.

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## 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	<b>The Purchaser is :</b> Development Lotteries Board
ITB 1.1	<b>The name and identification number of the Contract are:</b> Supplying of 03 No's Motor Cars On Operational Leasing Basis for the period of 03 years. Bid No: - DLB/PRO/2023/19
ITB 2.1	<b>The Source of funding is:</b> Development Lotteries Board
ITB 4.1	<b>Eligibility Criteria</b> <ul style="list-style-type: none"> <li>➤ Bidder should be a Accredited Vehicle agents in Sri Lanka with minimum 10 of vehicle fleet available or</li> <li>➤ CBSL Registered finance institute or</li> <li>➤ Registered vehicle renting company</li> </ul>
	<b>B. Contents of Bidding Documents</b>
ITB 7.1	<b>For Clarification of bid purposes only,</b> In case, the prospective bidder seeks any clarification of the Bid, bidder shall immediately bring same to the notice of the above address. Clarification will be accepted only up to <b>09.06.2023</b> .
	<b>C. Preparation of Bids</b>
ITB 9.1	<b>Cost of Bidding:</b> Cost of bidding shall be borne entirely by the prospective Bidders.
ITB 10.1	<b>Language of Bid: English</b>
ITB 11.1	Documents Comprising the Bid: The Bidder shall submit the following additional documents: <ul style="list-style-type: none"> <li>• Certified Copy of the Company/ Business Registration</li> <li>• Company Profile (<b>As per the annexure A</b>)</li> <li>• A list of clientele or details of similar supplies handled during the last 5 years.</li> <li>• VAT registration Certificate</li> <li>• Evidence to prove minimum number of vehicle availability</li> </ul>
ITB 12.2	The price quoted per month should be constant for the contract period
ITB 13.1	Alternative bids shall not be considered.
ITB 14.3	Contract period is 03 year from the signing of the agreement.
ITB 19.1	The bid shall be valid Until <b>18.09.2023</b> (91 days from the date of opening.)
ITB 20.1	Bid shall include a Bid Security in favors of Development Lotteries Board Issued by a Commercial bank registered with Central Bank of Sri Lanka as per included in Section IV Bidding Forms. <b>Non-submission of the bid security as per the given form in section IV will be rejected.</b>
ITB 20.2	The amount of the Bid Security Shall be <b>Rs 216,000.00</b> The Validity period of the bid Security shall be until <b>16.10. 2023</b>
ITB 20.4	Bid security of the successful bidder will be released after accepting of the Performance Security and after signing of the Agreement. Bid Securities of the unsuccessful bidders will be released after finalizing the tender.

ITB 20.5	Bid Security will be forfeited if a bidder withdraws its bid during the period of bid validity and /or if the selected bidder fails to sign the agreement and /or fails to submit the performance Security within the stipulated time period.
ITB 21.2	<b>Format &amp; Signing of Bids :</b> Original and duplicate of the bids shall be typed, or hand written in indelible ink in the format given as the Section IV bidding forms (in page 26-28) and signed by the authorized signatories. Changes to this format shall lead to rejection of the bid.
ITB 21.3	Any change, addition, deletion, alteration or interpolation should be legibly indicated and should be authenticated by the authorized signatories. All the bids received non-conformity to these requirements are liable to be rejected.
	<b>D. Submission and Opening of Bids</b>
ITB 22.1	<b>Submission, Sealing &amp; Marking of Bids :</b> Sealed Bids should be deposited in the tender box kept at 1 <sup>st</sup> floor, Procurement Division, Development Lotteries Board, No. 356, Dr. Colvin R De Silva Mawatha, Union Place, Colombo 02 or also be sent by registered post so as to reach the Chairman, Minor procurement Committee, Development Lotteries Board, No. 356, Dr. Colvin R De Silva Mawatha, Union Place, Colombo 02 before the closing time and date specified. All bids should be properly sealed and submitted in duplicate in separate covers marked “ <b>Original</b> ” and “ <b>Duplicate</b> ” on the top center of the envelope. Above two said envelopes should be contained in another envelope and properly sealed.
ITB 22.2	The inner and outer envelopes shall bear the following identification marks : On the top left hand corner of each cover should be marked “ <b>Supplying of 03 No’s Motor Cars On Operational Leasing Basis for the DLB</b> ”. Each cover should also be affixed with the Company seal of the prospective Bidder and addressed to “The Chairman, Minor Procurement Committee, Development Lotteries Board, No. 356, Dr. Colvin R De Silva Mawatha, Union Place, Colombo 02.
ITB 23.1	For bid submission purposes, the supplier name and address is : Development Lotteries Board, No. 356, Dr. Colvin R De Silva Mawatha, Union Place, Colombo 02 <b>on or before at 2.30 p.m. on 19.06.2023</b>
ITB 24.1	<b>Late Bids:</b> Any bid received by the supplier after the deadline for submission of bids shall be declared late, rejected and returned unopened to the bidder.
ITB 26.1	The bid opening shall take place at: Development Lotteries Board ,No 356, Dr Colvin R De Silva Mawatha, Union Place, Colombo 02 <b>at 2.30 p.m. on 19.06.2023</b>
	<b>E. Evaluation and Comparison of Bids</b>
ITB 35.1	Vehicles which have more options and facilities will be an added qualification.
ITB 35.2	Priority will be given for more fuel efficiency cars on the evaluation.

### **Section III. Evaluation and Qualification Criteria**

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

#### **Evaluation Criteria (ITB35)**

- i. Preliminary evaluation (Responsiveness to the bid)
  - a). bid submission form and price schedule
  - b). Bid Security (Bid Guarantee)
  - c). Schedule of Requirements
- ii. Technical Evaluation
  - a) The bidder should comply with all technical details specified in the technical Specification
- iii. Price Evaluation
  - a) The Department shall select the lowest bidder from evaluated substantially responsible qualified bidder



## **Section IV. Bidding Forms**

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1. Bid Submission Form.....	26
2. Price Schedule.....	27
3. Bid Security (Guarantee).....	28

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## Section IV. Bidding Forms

### DEVELOPMENT LOTTERIES BOARD

## Supplying of 03 No's Motor Cars On Operational Leasing Basis

DLB/PRO/2023/19

### BID FORM

The Chairman,  
Minor Procurement Committee ,  
C/o Development Lotteries Board,  
356, Dr. Colvin R. De Silva Mawatha,  
Union Place, Colombo 02.  
Sri Lanka.

#### **Supplying of 03 No's Motors Cars On Operational Leasing Basis**

I/We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the "Information and Instructions to Bids and Terms and Conditions of Bid" pertaining to the above Bid..... thereto ..... hereby undertake to Supplying of 03 No's Motor Cars On Operational Leasing Basis for DLB referred to therein, in accordance with the aforesaid instructions, Terms and Conditions of the Price Schedules.

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

I/We attach hereto the following documents as part of my/our Bid.

- a. Price Schedules for (pages 27)
- b. Specimen Form of Bid security Guarantee (page 28)
- c. Schedule of requirements (page 30)
- d. Technical Specifications (pages 31-34)

I/We, understand that you are not bound to accept the lowest Bid and that you reserve the right to reject any or all Bids or to accept any part of a Bid without assigning any reasons thereof.

My/Our Bank Reference is as follows .....

Signature of Bidder:.....

Name of Bidder : .....

Address : .....

Fax: .....

Company Seal

Section IV. Bidding Forms

**DEVELOPMENT LOTTERIES BOARD**

**Supplying of 03 No's Motor Cars On Operational Leasing Basis**

**DLB/PRO/2023/19**

**Price Schedule**

Description of goods	Quantity and Unit	Vehicle No.	Make	Model	Colour	Country of Origin	Year of manufacture	Monthly Rent Excluding VAT (3000 Km per Month)	Rate per Extra Km (Over 3000 Km)	Total Price including (Per Month) VAT
Supplying of Motor Car	03									

Name & Address of Bidder

Date:

Signature:  
(Company Seal)

## Section IV. Bidding Forms

### Format for Bid Security

[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: ----- [insert (by PE) name and address of Employer/ Supplier]

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

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

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

----- [insert IFB number] ("the IFB").

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

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

(a) Has withdrawn its Bid during the period of bid validity specified; or

(b) Does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or

(c) Having been notified of the acceptance of its Bid by the Employer/ Supplier during the Period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) Fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

[Signature of authorized representative(s)]

## Section V. Schedule of Requirements

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## Section V. Schedule of Requirements

### 01. Terms and Conditions

- 1.1. Requirement : 03 No's of Motor Cars (Hatch back car body style not accepted)
- 1.2. Vehicle Type : Not Exceed 1600cc, Petrol / Hybrid
- 1.3. Vehicle Condition : Vehicles manufactured on or after year 2017
- 1.4. Minimum mileage per month 3,000 km
- 1.5. Contract Period : 36 Months
- 1.6. Eligibility Criteria : Bidder should be a
  - Accredited Vehicle agents in Sri Lanka with minimum 10 of vehicle fleet available **or**
  - CBSL Registered finance institute **or**
  - Registered vehicle renting company
- 1.7. Services to be provided : Supplier should bear all routine maintenance and repairs including annual license, emission testing and insurance (with rent a car covers) for renting purpose. Owner's consent letters should be provided to supply vehicles on rent basis. (No any expense bear by the DLB)
- 1.8. Driver/Fuel : Will be provide by DLB
- 1.9. Replacement of Vehicles: If repair and maintenance works take more than 24 hours, a similar type vehicle should be provided. If not provided Rs. 5000.00 penalty per day will be charge from the bill.
- 1.10. Latest date of delivery with 14 days from the date of the agreement.

02. Special Note : Priority will be given on evaluation for the low mileage driven vehicles and condition of the vehicles.

### List of Goods and Delivery Schedules

Line Item No.	Description of licenses Requirement	Quantity	Final destination as specified in BDS	Last Delivery Date	Bidder's offered Delivery date [ To be provided by the bidder]
01.	Supplying of 03 No's Motor Cars On Operational Leasing Basis	3	Development Lotteries Board, 356, Dr. Colvin R. De Silva Mawatha, Union Place, Colombo 02.	14 Days from the date of award	

Date:

Signature:  
(Company Seal)

## Development Lottery Board

Technical Specifications				
Minimum Requirements		Conformity		Bidders Response
		Yes	No	
<b>1</b>	<b>General</b>			
1.1	Petrol/ Diesel Hybrid motor car shall be, right hand driven and shall be Petrol/ Diesel Hybrid engine driven, all steel body with 4 door and seating capacity over 05 person including the driver.			
1.2	The offered car shall conform to the motor Traffic Act and Motor Traffic regulation currently enforced in Sri Lanka.			
1.3	All components shall be fixed at the vehicle manufacture's factory			
	<b>Pls. Specify</b>			
	Make			
	Model			
	Country of Origin			
	Class of vehicle			
	Seating Capacity			
<b>1.4</b>	<b>Engine Type</b>			
	Radiator liquid – cooled, 4 cylinders, 16 Valve, dual over-head Cam			
<b>1.5</b>	<b>Engine Capacity</b>			
	not Exceed 1600cc			
<b>1.6</b>	<b>Max Torque</b>			
	Nm/rpm should be mentioned by the supplier			
<b>1.7</b>	<b>Transmission System</b>			
	4/5 Speed Automatic			
<b>1.8</b>	<b>Hybrid Electrical Motor</b>			
	permanent Magnet AC Synchronous Motor			
	Output Shall be mentioned(Kw)			
<b>1.9</b>	<b>Hybrid Battery</b>			
	Sealed type Nickel- Metal Hybrid (Ni-MH) or Lithium ion (Li-ion)			
	Capacity shall be mentioned (Ah)			
<b>1.10</b>	<b>Fuel Type</b>			
	Petrol/ Diesel			
<b>1.11</b>	<b>Fuel Tank Capacity</b>			
	40L of More			
<b>1.12</b>	<b>Breaks</b>			
	Front -Disc Rear-Disc/Drum			

Date:

31

Signature:  
(Company Seal)

## Section V. Schedule of Requirements

1.13	<b>Suspension</b>			
	Coil Springs			
	Front suspension system shall be of Macpherson strut type with coil springs. Rear suspension shall be of fully independent multi – link type with coil springs			
1.14	<b>Safety</b>			
	Anti- lock Braking System (ABS)			
	Smart Stop Break assistance (city Break assistance)			
	Electronically Controlled Break distribution			
	Driver and Passenger Air Bags			
	Daytime Running lights			
1.15	<b>Luxuries</b>			
	Automatic air conditioner			
1.16	<b>Reversing and parking aid</b>			
	Parking Sensor or camera			
1.17	<b>Smart Key</b>			
	Remote Key / Push Start Function (Integrated antitheft system preferable)			
1.18	<b>Steering</b>			
	Power Assisted			
	The vehicle shall have a hydraulic/electric power assisted rack and pinion steering system with telescopic tilt steering column with steering lock			
1.19	<b>Tyres &amp; Wheels</b>			
	R 15- R 17 with Alloy wheels			
	<b>Ground Clearance</b>			
	150mm or above, alloy wheels with heavy – duty radial tires of suitable tread type. An identical spare wheel with fixing arrangements shall be provided. All tires shall be provided. All tires shall be interchangeable.			
1.20	<b>Minimum Turning Circle</b>			
	5m or less			
1.21	<b>Seats</b>			
	The front seat must be adjustable and reclining, Bucket type to give firm grip. All seats shall be of leather or fabric finished and all interior exposed parts shall be suitably upholstered.			
1.22	<b>Standard Fittings</b>			
	The vehicle Shall have the following standard fittings. Air Condition with 3 speed blower			
1.23	<b>Audi Video System</b>			
	Am/Fm radio with DVD player and a speakers (FM frequency range must compatible with Sri Lanka frequency			

Date:

Signature:  
(Company Seal)



## Section V. Schedule of Requirements

1.24	Clock			
1.25	Front & rear seat belts			
1.26	Full set of floor carpets			
1.27	Sun visors for front passenger and driver.			
1.28	Seat head restraint for front passenger and driver			
1.29	Side view mirror (for left & right) and rear view interior mirror (with antiglare facility)			
1.30	Heater / demister for rear wind screen			
1.31	Two windscreen wipers with two speeds and intermittent operation facility			
1.32	Windscreen washer			
1.33	Standard lighting to meet the Motor Traffic Regulation of Sri Lanka			
1.34	Directional signals at front and rear with hazard switch			
1.35	Turning indicate lamps			
1.36	Interior lamps			
1.37	Panel illumination			
1.38	Trunk room lamp			
1.39	Trunk lid opener			
1.40	Fuel lid opener			
1.41	Electric horns			
1.42	Hand grips			
1.43	Dual air bags for driver and front passenger			
1.44	Reverse camera with display			
1.45	Factory fitted fog lamps			
2	<b>Instruments</b>			
2.1	Speedo meter with odometer and trip meter			
2.2	Fuel level gauge			
2.3	Coolant temperature gauge			
2.4	No/Low battery charge indicator			
2.5	Head light dip/beam indicator			
2.6	Turning signal indicator			
2.7	Hazard Warning indicator			
2.8	Parking brake indicator			
2.9	Brake fluid low level indicator			
2.10	Engine oil low pressure indicator			
2.11	Low fuel indicator			
2.12	Door open indicator			
2.13	Seat belt not fasten indicator			
2.14	<b>Tools</b>			
	Day today maintenance kit (if applicable) and Spare wheel Kit)			
2.15	<b>Warranty</b>			
	Maximum possible warranty			
2.16	<b>Delivery Period</b>			
	within 14 Days from the date of award			

Date:

33

Signature:  
(Company Seal)

## Section V. Schedule of Requirements

2.17	<b>Colour</b>			
2.18	<b>Year of Manufacturing</b>			
	2017 and above			
2.19	<b>Registration of year</b>			
	2017 and above			
2.19	<b>Mileage</b>			
	Please specify			

Date:

Signature:  
(Company Seal)

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## Section VI. General Conditions of Contract

### 1. Definitions

1.1 The following words and expressions shall have the meanings Hereby assigned to them:

- (a) “Contract” means the Contract Agreement entered into between the Supplier and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “CC” means the Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Supplier under the Contract.
- (h) “Supplier” 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.

## Section VI General Conditions of Contract

(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 Supplier 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 | <p>The Government of Sri Lanka requires the Supplier as well as bidder, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:</p> <ul style="list-style-type: none"><li>(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;</li><li>(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.</li><li>(iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Supplier to establish bid prices at artificial, noncompetitive levels; and</li><li>(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 contract.</li></ul> |
| 4. | Interpretation       | 4.1 | If the context so requires it, singular means plural and vice versa.   |
|    |                      | 4.2 | <p>Entire Agreement</p> <p>The Contract constitutes the entire agreement between the Supplier 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.</p>  |
|    |                      | 4.3 | <p>Amendment</p> <p>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.</p>   |

## Section VI General Conditions of Contract

### 4.4 Severability

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

### 5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Supplier, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

### 6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium or association, all of the parties shall be jointly and severally liable to the Supplier for the fulfillment of the provisions of the Contract and shall designate one Parties to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Supplier.

### 7. Eligibility

7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.

### 8. Notices

8.1 Any notice given by one party to the pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term “in writing” means communicated in written form with proof or receipt.

8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

### 9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

### 10. Settlement of Disputes

10.1 The Supplier 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.

## Section VI General Conditions of Contract

- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Supplier or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration.  
Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No: 11 of 1995.
- 10.3 Notwithstanding any reference to arbitration herein,  
(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree and  
(b) the Supplier 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 Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data.
13. Supplier's Responsibilities 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.
14. Contract Price 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
15. Terms of Payment 15.1 The Contract Price, shall be paid as specified in the Contract Data.  
15.2 The Supplier's request for payment shall be made to the Supplier in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.  
15.3 Payments shall be made promptly by the Supplier, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Supplier 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 contract Goods to the Supplier

## Section VI General Conditions of Contract

### 17. Performance

#### Security

- 17.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.
- 17.2 The proceeds of the Performance security shall be payable to the Supplier 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 Supplier in the Contract Data, or in another format acceptable to the Supplier.
- 17.4 The Performance Security shall be discharged by the Supplier and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

### 18. Copyright

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

### 19. Confidential Information

- 19.1 The Supplier and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-contractor such document, data and other information it receives from the Supplier to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.
- 19.2 The Supplier 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 Supplier for any purpose other than the performance of the Contract.



## Section VI General Conditions of 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 Clauses 19 shall survive completion or termination, for whatever reason, of the Contract.
20. Subcontracting
- 20.1 The Supplier shall notify the Supplier in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.
21. Specification and Standards
- 21.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods country of origin.
- (b) The supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Supplier, by giving a notice of such disclaimer to the Supplier.
- (c) Wherever references are made in the Contract to codes and standards, in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Supplier and shall be treated in accordance with CC Clause 32.
22. Packing and Documents Contract.
- 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
23. Insurance
- 23.1 Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against losses or damages incidental to manufacture or acquisition, transportation, storage, and delivery.
24. Transportation
- 24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.

## Section VI General Conditions of Contract

### 25. Inspection and Tests

- 25.1 The Supplier shall at its own expense and at no cost to the Supplier carry out all such tests and/or inspections of the Goods and Related Services as specified in the Contract Data.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract data. Subject to CC Sub-Clauses 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 Supplier.
- 25.3 The Supplier or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Supplier  
  
bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Supplier.  
The Supplier shall obtain from any relevant third party or manufacture any necessary permission or consent to enable the Supplier or its designated representative to attend the test and/or inspection.
- 25.5 The Supplier may require the supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the delivery dates and completion dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Supplier with a report of the results of any such test and/or inspection.
- 25.7 The Supplier may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The supplier shall either rectify or replace such rejected goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Supplier, and shall repeat the test and/or inspection, at no cost to the Supplier, upon giving a notice pursuant to CC Sub-Clause 25.4

## Section VI General Conditions of Contract

- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Supplier or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

### 26. Liquidated Damages

- 26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related services within the period specified in the Contract, the Supplier may without prejudice to all its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed goods or unperformed services for each week or part thereof 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 Supplier may terminate the Contract pursuant to CC Clause 34.

### 27. Warranty

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 Subject to CC Sub-Clause 21.1 (b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.3 Unless otherwise specified in the Contract data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.
- 27.4 The Supplier shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discover thereof. The Supplier 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 Supplier.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Supplier may proceed to take with a reasonable period such remedial action as may be necessary at the Supplier's risk and expenses and without prejudice to any other rights which the Supplier may have against the Supplier under the Contract.

## Section VI General Conditions of Contract

28. Patent Indemnity 28.1 The Supplier shall, subject to the Suppliers compliance with CC Sub-Clause 28.2 , indemnify and hold harmless the Supplier and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expense, 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 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 Supplier arising out of the matters referred to in CC Sub-clause 28.1 the Supplier shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Suppliers name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Supplier fails to notify the Supplier with twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf.
- 28.4 The Supplier 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 Supplier shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Supplier.
29. Limitation of Liability 29.1 Except in cases of criminal negligence or willful misconduct,
- (a) The Supplier shall not be liable to the Supplier, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use,

## Section VI General Conditions of Contract

loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Supplier and

- (b) The aggregate liability of the Supplier to the Supplier, 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 Supplier with respect to patent infringement.

### 30. Change in Laws

#### And Regulations

- 30.1 Unless otherwise specified in the Contract, if after the date of 28days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such delivery date and/or contract price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause e 14.

### 31. Force Majeure

- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Supplier 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 Supplier in writing of such condition and the cause thereof. Unless otherwise directed by the Supplier 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 Supplier 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:

## Section VI General Conditions of Contract

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Supplier;
- (b) The method of shipment or packing;
- (c) The place of delivery; and
- (d) The Related services to be provided by the Supplier.

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

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

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

### 33. Extensions of time

33.1 If at any time during performance of the Contract, the supplier or its Sub-contractors 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 Supplier in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Supplier 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 Supplier, 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 Supplier pursuant to CC Clause 33;

## Section VI General Conditions of Contract

- (ii) If the Supplier fails to perform any other obligation under the contract; or
  - (iii) If the Supplier in the judgment of the Supplier has engaged in fraud and corruption, as defined in CC clause 3, in competing for or in executing the Contract.
- (b) In the event the Supplier terminates the Contract in whole or in part, pursuant to CC Clause 34.1 (a), the Supplier 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 Supplier 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 Supplier may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Supplier

### 34.3 Termination for Convenience

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

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

## Section VII. Contract Data

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

CC 1 CC 1.1(h) CC 1.1 (l)	<b><u>Definition</u></b> <b>The Suppliers is:</b> - Development Lotteries Board
CC 8.1	For <b><u>notices</u></b> , the Suppliers address shall be: Development Lotteries Board, No. 356, Dr. Colvin R De Silva Mawatha, Union Place, Colombo 02.  For <b><u>notices</u></b> , the Supplier's address shall be: ..... .....
CC 15.1	<b><u>Terms of Payments</u></b> The method and condition of payment to be made to the supplier under the this contract shall be follows.  Total value of the rental of each month should be paid to the supplier within 30 days of following months of issuing the bill by the supplier at the end of 30 <sup>th</sup> day of each month.
CC 16.1	<b><u>Taxes and Duties</u></b> DLB shall reimburse to the Supplier Value Added Tax and other government taxes.
CC 17.1	<b><u>Performance Security</u></b> A worth of 10% of the total contract amount the performance security shall be in the form of Bank Guarantee as given in contract forms. The performance Security shall be returned to the supplier upon successful completion of the delivery of the agreement period.
CC 25.1	The inspections and test shall be carried out by the mechanical engineer or relevant expert for supplied motor vehicle with the technical specification required to Supplier.
CC 26.1	The liquidated Vehicle available for more than one day a sum of Rs. 15,000.00 per day per vehicle will be deducted from the payment. The liquidated damage shall be 01% of the contact value per week or part of a week the maximum amount of liquidated damage shall be 10% of the contact value.



**Section VIII. Contract Forms**

**Table of Forms**

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Draft

(Specimen)  
AGREEMENT TO HIRE MOTOR VEHICLE/S (for Operational Leasing)  
(Agreement No»

This Agreement is made and entered into this..... Day of .....(year) by and between ..... a company duly incorporated under companies Act No. ----- having its registered office at ..... under Registration Certificate No.-----in the Democratic Socialist Republic of Sri Lanka and (hereinafter called and referred as the " the owner" which term or expression as herein used shall where the context so requires or admit mean and include the said .....and its successors and assigns of the PARTY OF THE FIRST PART.

AND

..... of ..... (Name of the State Owned Enterprises) in the said Republic (hereinafter called and referred to as the "the Hirer" which term or expression as hereinafter used shall mean and include the said ..... and his/her heirs, successors and assigns) of the PARTY OF THE SECOND PART.

WHEREAS the Hirer is desirous of hiring from the Owner the motor vehicle/s belonging to the Owner and described in the First Schedule to this agreement (hereinafter referred to as the "Vehicle/s") and the Owner has agreed with the Hirer to hire the vehicle/s to the Hirer subject to and upon certain terms and conditions which have been accepted by the Hirer and the parties hereto desire to embody all of same in a formal written agreement.

NOW THIS AGREEMENT THEREFORE WITNESSETH that in consideration of the parties hereto doing, observing and performing all of the respective terms, conditions, covenants, stipulations and obligations contained in this Agreement to be done, observed and performed respectively by either of them, the parties hereto hereby agree as follows:-

1. HIRE OF VEHICLE

Subject to and upon the terms and conditions contained in this Agreement the Owner shall provide the vehicle/s to the Hirer on hire and the Hirer shall hire the vehicle/s as from the Date and during the entirety of the definite and ascertained period of Sixty Months (60) commencing from the Date -----and ending on the Date --- (hereinafter referred to as "the period, terms and conditions of the Agreement ").

2. INSURANCES AND LISENCES

- (a) The Owner shall at its own cost keep the vehicle/s comprehensively insured throughout the period with an insurer chosen by the Owner at its absolute discretion. The hirer shall acquaint himself with the scope of the insurance cover taken by the

- (b) The Owner shall keep the vehicle/s licensed throughout the period by having a valid revenue license and applicable charges (eg. Emission tax etc.) in respect of the vehicle/s from a relevant authority.

### 3. HIRE CHARGE

- (a) The Hirer shall pay to the Owner on or before the 30<sup>th</sup> day last working day of each and every month within the period, a monthly hire charge of the sum of Rupees «Hire Charge In Words» (excluding VAT) in respect of each above mention month or the said sum of money plus such amount as shall be computed at the rate of Rupees «Rate per Km In words»+ (excluding VAT) (Rs.«Rate per Km In Nos»/-+(excluding VAT) per each kilometer in respect of every kilometer in excess of Three thousand kilometers (3,000 Km) in the event that the vehicle/s has/have during such month run in excess of Three thousand kilometers (3,000 Km) provided however that the Hirer shall not be entitled to any reduction whatever in the monthly hire charge in the event of the vehicle/s running less than the said of Three thousand kilometers (3,000 Km) in any particular month, it being a condition of this agreement that the agreement is being entered into on the basis that the Hirer shall use the vehicle/s each month for running of Three thousand kilometers (3,000 Km) per month at the minimum.

### 4. MAINTENANCE OF VEHICLE/S

- (a) The Hirer shall ensure that the vehicle is maintained in good order and condition throughout the period. The Owner shall take further arrangement for the vehicle to be regularly serviced and maintained and for all repairs necessary to the vehicle/s to be promptly attended to and be done only by the Owner or any other company nominated by the Owner for that purpose.
- (b) All such routine services, all the maintenance and repairs of the vehicle, shall be borne by the Owner.
- (c) The owner shall bear the cost of expenses on accidental repairs and other related fees. If the repairs/maintenance work takes more than 24 hours, the owner shall provide a replacement vehicle of a similar type and condition.

### 5. USE OF VEHICLE/S

- (a) It shall be the responsibility of the Hirer to ensure that the vehicle/s is driven only by drivers who are qualified to do so and that the vehicle/s is driven by such drivers, with due diligence and care, so as to avoid any harm or damage to the vehicle/s.
- (b) The Hirer shall not do any act nor allow or suffer any omission which may directly or indirectly negate, nullify or render invalid the Insurance Policy over the vehicle/s obtained by the Owner in accordance with Clause 2(a) of this agreement.
- (c) The Hirer shall not use or suffer the vehicle/s to be used for any illegal purpose and in the event of the Owner, as the registered Owner of the vehicle/s being charged

before a court, tribunal, forum, person or body for or in connection with or relating to any offence

whatsoever arising from or in respect of the vehicle/s and/or the use of the vehicle/s during the period, including but not limited to a fatal or other accident, the Hirer shall forthwith thereupon keep the Owner freed, absolved and indemnified there from and any and all liabilities arising there from by appearing before such court, tribunal, forum, person or body and accepting full responsibility for such offence as the Hirer and the person in possession and custody of the vehicle/s at the time of the commission of such offence.

- (d) The hirer shall keep the owner also freed and indemnified at all times from all claims whatsoever whether in civil law or any other statutory or common law or otherwise howsoever that may arise from or in respect of in connection with the vehicle/s and/or the use of the vehicle/s during the period and the Hirer shall bear all costs of the litigation and other expenses of the Owner in any action, suit or proceedings that may be brought, instituted or commenced in that respect before any court, tribunal, forum, person or body against the owner whether jointly with the Hirer or otherwise and the Hirer shall meet in full any judgment, order, decree or award made against the Owner pursuant thereto.

#### 6. TERMINATION OF AGREEMENT

- (a) The Hirer may terminate this Agreement with the consent of the owner after giving three months notice in writing, if the vehicle is not maintained properly by the owner/hirer or immediately in case of a major mechanical fault which recurs very often, provided however, that such mechanical failure is not caused by negligence and misuse by the hirer.
- (b) The Owner and Hirer may however determine the Agreement to have been prematurely terminated prior to the expiry of the period under mutual agreement for any valid reason. In that event either party shall give three months prior notice to the other party. The Hirer shall upon such premature termination of the Agreement deliver the vehicle/s to the Owner in good order and condition and pay all dues of the Owner.

#### 7. ASSIGN ABILITY OF THE AGREEMENT

- (a) The Hirer may not assign this Agreement or any rights there under in any manner howsoever and shall not part with the custody and control of the vehicle/s howsoever during the validity of the Agreement. The Hirer shall upon the termination of the Agreement at the end of the period or prematurely deliver the vehicle/s in good order and condition in accordance with the relevant provisions contained in this Agreement.

First Schedule Above Referred To

Reg. No	Make	Model	Colour	Chassis No	Engine No
«RegNo»		«Model»	<<Colour»	«Chassis»	<<Engine»

IN WITNESS WHEREOF the said owner---- and the said Hirer----- have hereunto and to one others of the same tenor and date as These Presents set their respective hands at COLOMBO on this --- date -----(year)

WITNESSES:-

The Common Seal of the said ( }  
owner ) (Private) Limited  
was affixed in the presence of

1.

2.

The Common Seal /the official Seal }  
of the said ..... was affixed  
in the presence of

1.

2.

## 1. Performance Security

[Note: the Supplier 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 I this form in accordance with the instructions indicated].

..... [issuing Agency’s Name, and Address of issuing Branch or Office]..... \*Beneficiary: ..... [Name and Address of Employer] ..... Date: .....

Performance Guarantee No: .....

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

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

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

The 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)]