



## **BID DOCUMENT**

# **Supply & Delivery of 02 Nos. Motor Vehicles under Operational Lease**

**National Competitive Bidding (NCB)**

**Method of Selection: Single Stage – One Envelope Bidding Procedure**

**Insurance Regulatory Commission of Sri Lanka  
Level 11, East Tower, World Trade Centre  
Colombo 01**

**IRCSL/ADM/4/11/211**

**10/07/2026**

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## Section 01 – Instructions to Bidders (ITB)

ITB shall be read in conjunction with the Section 02, Bidding Data Sheet (BDS), which shall take precedence over ITB.

| General                                |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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| <b>1. Scope of Bid</b>                 | 1.1 | <p>The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for supply of 02 Nos. Brand New / Unregistered vehicles (therein after referred to as the Goods) under operating lease basis as described hereof.</p> <p>The name and identification number of this procurement are specified in the BDS. The name, identification, and number of lots (individual contracts), if any, are provided in the BDS.</p>                                                                                                                                                                                                                                                                                                |
|                                        | 1.2 | <p>Throughout these Bidding Documents</p> <ul style="list-style-type: none"> <li>(a) The term “in writing” means to communicate in written form by registered mail (other than electronic mail) or hand delivered with proof of receipt;</li> <li>(b) If the context so requires, “singular” means “plural” and vice versa; and</li> <li>(c) “day” means calendar day.</li> </ul>                                                                                                                                                                                                                                                                                                                                                             |
| <b>2. Source of Funds</b>              | 2.1 | <p>Payments under this contract will be financed by the source specified in the BDS.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>3. Ethics, Fraud and Corruption</b> | 3.1 | <p>The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:</p> <ul style="list-style-type: none"> <li>• Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;</li> <li>• 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.</li> </ul> |

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|                            | 3.2 | <p>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:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b) “Fraudulent Practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</li> <li>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</li> <li>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.</li> </ul> |
|                            | 3.3 | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>4. Eligible Bidders</b> | 4.1 | <p>All bidders shall possess legal rights to supply the Goods under this contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                            | 4.2 | <p>A Bidder shall not have a conflict of interest. All bidders found to have a 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 submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                            | 4.3 | <ul style="list-style-type: none"> <li>A. vehicle agent who is a franchise holder of world-renowned vehicle brands available in Sri Lanka</li> <li>B. a financial institution licensed under the Central Bank of Sri Lanka; or</li> <li>C. a car rental service with at least 10 vehicles in the fleet.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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| <b>5. Eligible Goods and Related Services</b> | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>6. Sections of Bidding Documents</b>       | 6.1  | <p>The Bidding Documents consist of 4 sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.</p> <ul style="list-style-type: none"> <li>• <b>Section 01 – Instructions to Bidders (ITB)</b></li> <li>• <b>Section 02 – Bidding Data Sheet (BDS)</b></li> <li>• <b>Section 03 – Bidding Forms</b></li> <li>• <b>Section 04 – Schedule of Supply</b></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>7. Clarification of Bidding Documents</b>  | 7.1  | Prospective Bidders requiring any further information or clarification of the Bidding documents may notify the Purchaser on writing or by email to the Purchaser's mailing address specified in the BDS. The Purchaser will respond in writing to any request for information or clarification of the Bidding Documents which it receives not later than <b>four (04) days</b> prior to the deadline for the submission of Bids prescribed by the Purchaser. 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. |
| <b>8. Amendment of Bidding Documents</b>      | 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 22.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>9. Cost of Bidding</b>                     | 9.1  | The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>10. Language of Bid</b>                    | 10.1 | The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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|                                                    |      | literature) exchanged by the Bidder and the Purchaser, shall be written in English language.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>11. Documents Comprising the Bid</b>            | 11.1 | <p><b>The Bid shall comprise the following:</b></p> <ul style="list-style-type: none"> <li>(a) Bid Submission Form and the applicable Price Schedule, Product Specification, in accordance with ITB Clauses 12, 14, and 15;</li> <li>(b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;</li> <li>(c) Documentary evidence in accordance with ITB Clauses 17 and 28, that the Goods and Related Services conform to the Bidding Documents;</li> <li>(d) Documentary evidence in accordance with ITB Clause 16 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and</li> <li>(e) any other document required in the BDS</li> </ul> |
| <b>12. Bid Submission Form and Price Schedules</b> | 12.1 | The Bidder shall submit the Bid Submission Form using the form furnished in Section 4, 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. The Price Schedule, Technical Specification forms must be properly signed by the authorized signatory of the bidder.                                                                                                                                                                                                                                                                                               |
| <b>13. Alternative Bids</b>                        | 13.1 | Alternative bids not considered. If a bidder submits alternative bids, all the bids of respective bidder shall be rejected.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>14. Bid Prices and Discounts</b>                | 14.1 | The Bidder shall indicate on the Price Schedule the unit prices and total bid price of the system it proposes to supply under the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                    | 14.2 | Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                    | 14.3 | <ul style="list-style-type: none"> <li>I. Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier.</li> <li>II. However, VAT shall not be included in the price but shall be indicated separately;</li> <li>III. the price for inland transportation, insurance and other related services to deliver the goods to their final destination</li> <li>IV. the price of other incidental services.</li> </ul>                                                                                                                                                                                                                  |
|                                                    | 14.4 | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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|                                                                                    |      | price quotation will be treated as non-responsive and rejected.                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                                                    | 14.5 | 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.                                                                                                                                                                                                                                                                                   |
| <b>15. Currencies of Bid</b>                                                       | 15.1 | Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in <b>Sri Lankan Rupees</b> and payment shall be payable only in Sri Lanka Rupees.                                                                                                                                                                                                                                                                                                                                                     |
| <b>16. Documents Establishing the Eligibility of the Bidder</b>                    | 16.1 | To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section 3, Bidding Forms.                                                                                                                                                                                                                                                                                                                                                        |
| <b>17. Documents Establishing the Conformity of the Goods and Related services</b> | 17.1 | To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section 4, Schedule of Supply.                                                                                                                                                                                                                                |
|                                                                                    | 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 4, 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. |
| <b>18. Documents Establishing the Qualifications of the Bidder</b>                 | 18.1 | The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:                                                                                                                                                                                                                                                                                                                                                      |
|                                                                                    |      | (a) that, if required in the BDS, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and                                                                                                                                      |
|                                                                                    |      | (b) that the Bidder meets each of the qualification criterion specified in Section 02, Evaluation and Qualification Criteria.                                                                                                                                                                                                                                                                                                                                                                                |
| <b>19. Period of Validity of Bids</b>                                              | 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.                                                                                                                                                                                                                                                                                                                                                            |

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|                         | 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 19, 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.                                                                                                                                               |
| <b>20. Bid Security</b> | 20.1 | <b>Unless otherwise specified in the Bid Data Sheet (BDS),</b> the Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.                                                                                                                                                                                                                                                                                                                                                                       |
|                         | 20.2 | The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall: <ul style="list-style-type: none"> <li>a) Bidder can submit a bank guarantee from a banking institution;</li> <li>b) be substantially in accordance with the form included in Section 3, Bidding Forms;</li> <li>c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.5 are invoked;</li> <li>d) be submitted in its original form; copies will not be accepted;</li> <li>e) remain valid for the period specified in the BDS</li> </ul>                                             |
|                         | 20.3 | Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 19.1 and 19.2, 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 40.                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                         | 20.5 | The Bid Security may be forfeited or the Bid Securing Declaration executed: <ul style="list-style-type: none"> <li>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</li> <li>b) if a Bidder does not agree to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.</li> <li>c) if the successful Bidder fails to: <ul style="list-style-type: none"> <li>I. sign the Contract in accordance with ITB Clause 35;</li> <li>II. furnish a Performance Security in accordance with ITB Clause 36.</li> </ul> </li> </ul> |

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|                                                   | 20.6 | The bid security shall be valid for <b>28 days</b> beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 19.2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>21. Format and Signing of Bid</b>              | 21.1 | The Bidder shall prepare <b>one original</b> of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as “ <b>ORIGINAL.</b> ”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                   | 21.2 | The original 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>22. Submission Sealing and Marking of Bids</b> | 22.1 | Bidders must submit their bids by register post or by hand.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                   | 22.2 | The inner and outer envelopes shall: <ul style="list-style-type: none"> <li>a) Bear the name and address of the Bidder;</li> <li>b) be addressed to the Purchaser in accordance with ITB Sub-Clause 21.5;</li> <li>c) bear the specific identification of this bidding process as indicated in the BDS; and</li> <li>d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 25.</li> </ul>                                                                                                                                                                                                                                                                                                    |
|                                                   | 22.3 | This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the period stated in the Purchaser’s request shall cause the rejection of the Bid. If either the Bid Submission Sheet or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected. |
|                                                   | 22.4 | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                   | 21.5 | The sealed envelope or parcel may also be submitted by the Bidder or by an Agent of the Bidder in the Tender Box kept in the IRCSL addressed to the <b>Chairman - Department Procurement Committee (Major), Insurance Regulatory Commission of Sri Lanka, Level 11, East Tower, World Trade Centre, Colombo 1.</b>                                                                                                                                                                                                                                                                                                                                                                                                                               |

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| <b>23. Deadline for Bid Submission</b>          | 23.1 | The original Bid document with all related documents must be received at the address specified in ITB Clause 21.5 not later than the deadline specified in the BDS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                 | 23.2 | The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>24. Late Bids</b>                            | 24.1 | The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected and returned unopened to the Bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>25. Withdrawal, and Modification of Bids</b> | 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: <ul style="list-style-type: none"> <li>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</li> <li>b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.</li> </ul> |
|                                                 | 25.2 | Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 36.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                 | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>26. Bid Opening</b>                          | 26.1 | The Purchaser shall conduct the bid opening in public at the address, date and time specified in the BDS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                 | 26.2 | First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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|                            |      | the withdrawal and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.                                                                                                                                                                                       |
|                            | 26.3 | All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub Clause 24.1                                                         |
|                            | 26.4 | The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders’ representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time. |
| <b>27. Confidentiality</b> | 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.                                                                                                                                                                                                                                                                                                                                                                                                 |

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| <b>28. Clarification of Bids</b>                                     | 28.1 | To assist in the examination, evaluation, comparison and post-qualification of the bid, 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 the purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered or permitted except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids.                                                                                         |
| <b>29. Responsiveness of Bids</b>                                    | 29.1 | 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 or the material deviation, reservation or omission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                      | 29.2 | <p>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:</p> <ul style="list-style-type: none"> <li>(a) affects in any substantial way the scope, quality or performance of the Goods and Related Services specified in the Contract; or</li> <li>(b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or</li> <li>(c) if rectified would unfairly affect the competitive position or other bidders presenting substantially responsive bids.</li> </ul> |
| <b>30. Examination of Terms and Conditions; Technical Evaluation</b> | 30.1 | The Purchaser shall examine the Bid to confirm that all terms and conditions have been accepted by the Bidder without any material deviation or reservation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                      | 30.2 | <p>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.</p> <ul style="list-style-type: none"> <li>a. Bid Submission Form, in accordance with ITB 10;</li> <li>b. Price Schedules, in accordance with ITB 13;</li> <li>c. Bidder response to Technical Specifications.</li> <li>d. Bid Security in accordance with ITB 19.</li> </ul>                                                                                                                                                                                                                                                                       |
|                                                                      | 30.3 | The Purchaser shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in the product specification of the Bidding Documents have been met without any material deviation or reservation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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|                                              | 30.4 | If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive, the Purchase shall reject the Bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                              | 30.5 | The price quoted must be written clearly. The total amount of the Bid should be given in words as well as in figures.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                              | 30.6 | The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors in ITB Sub-Clause 29.2, 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>31. Correction of Arithmetical Errors</b> | 31.1 | <p>Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> <li>a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price 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 total price as quoted shall govern and the unit price shall be corrected.</li> <li>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.</li> <li>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</li> </ul> |
|                                              | 31.2 | If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected, and its bid security may be forfeited, or its Bid-Securing Declaration executed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

|                                                                               |      |                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>32. Evaluation of Bids</b>                                                 | 32.1 | The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.                                                                                                                                                                                                                                                                                            |
|                                                                               | 32.2 | To evaluate a Bid, the Purchaser shall consider the following:<br>(a) The Bid Price is quoted in accordance with clause 14;<br>(b) Price adjustment for correction of arithmetic errors in accordance with ITB sub class 31                                                                                                                                                                                                    |
|                                                                               | 32.3 | The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 32.1, 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 |
| <b>33. Comparison of Bid</b>                                                  | 33.1 | The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB 32                                                                                                                                                                                                                                                                                                 |
| <b>34. Post qualification of the Bidder</b>                                   | 34.1 | 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.                                                                                                                                                                                                           |
|                                                                               | 34.2 | 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 17.                                                                                                                                                                                                                                                            |
|                                                                               | 34.3 | 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.                                                                                       |
| <b>35. Nonconformities, Errors, and Omissions</b>                             | 35.1 | 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.                                                                                                                                                                                                                                                             |
| <b>36. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b> | 36.1 | 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 the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.                                                                                          |
| <b>37. Award Criteria</b>                                                     | 37.1 | 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 Document, provided                                                                                                                                                                                                                                         |

|                                                                  |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------------------------------------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                  |      | further that the Bidder is determined to be qualified to perform the Contract satisfactorily.                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>38. Purchaser's Right to Vary Quantities at Time of Award</b> | 38.1 | At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 04, Schedule of Supply, 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.                                                                                 |
| <b>39. Notification of Award</b>                                 | 39.1 | 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.                                                                                                                                                                                                                                                                                                                                   |
|                                                                  | 39.2 | Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.                                                                                                                                                                                                                                                                                                                                                                       |
| <b>40. Signing of Contract</b>                                   | 40.1 | The draft contract shall be issued with the bidding document.                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                  | 40.2 | Within <b>Fourteen (14) days</b> after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.                                                                                                                                                                                                                                                                                                                                          |
|                                                                  | 40.3 | Within <b>Fourteen (14) days</b> of receipt of such information, the successful Bidder shall sign the Agreement.                                                                                                                                                                                                                                                                                                                                                                       |
| <b>41. Performance Security</b>                                  | 41.1 | Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section 3 - 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.            |
|                                                                  | 41.2 | Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily |
| <b>42. Advance Payment</b>                                       | 42.1 | The awarded bidder can request an advance payment maximum of twenty percent (20%) of the contract sum (less any provisional sums and contingencies) against the submission of an acceptable advance payment guarantee. The advance payment guarantee shall be submitted using the Bid Security Form included in Section 3 (Bidding Forms).                                                                                                                                             |
| <b>43. The Law of Contract</b>                                   | 43.1 | The law governing the Contract shall be the laws of the Democratic Socialist Republic of Sri Lanka.                                                                                                                                                                                                                                                                                                                                                                                    |

### Section 02 – Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

(Instructions for completing the Bid Data Sheet are provided, as needed, in the notes mentioned for the relevant ITB Clauses)

| <b>A. General</b>                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITB 1                                   | The Purchaser is the <b>Insurance Regulatory Commission of Sri Lanka</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| ITB 1                                   | <p>The name and identification number of the Contract is:</p> <ul style="list-style-type: none"> <li>• <b>Name.: Supply &amp; Delivery of 02 Nos. Motor Vehicles under Operational Lease</b></li> <li>• <b>Bid No.: IRCSL/ADM/4/11/211</b></li> <li>• <b>Contract Period: 05 years</b></li> </ul>                                                                                                                                                                                                                                                                                            |
| <b>B. Contents of Bidding Documents</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| ITB 7                                   | <p>For <b>Clarification of bid purposes</b> only, the purchaser's address is;</p> <p>Address: <b>Director Administration<br/>Insurance Regulatory Commission of Sri Lanka<br/>Level 11, East Tower, World Trade Centre,<br/>Colombo 01.</b></p> <p>Telephone: <b>011-2396184 – Ext 117</b></p> <p>Email Address: <b>da@ircsl.gov.lk / chamara@ircsl.gov.lk</b></p> <p><b>Pre-bid meeting</b></p> <ul style="list-style-type: none"> <li>• <b>Meeting Date and Time:</b> 11.00 AM on 17/07/2026.</li> <li>• <b>Location:</b> Level 11, East Tower, World Trade Centre, Colombo 01.</li> </ul> |

| <b>C. Preparation of Bids</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITB 11                        | <p>The Bidder shall submit the following additional documents along with the proposal.</p> <ul style="list-style-type: none"> <li>(i) For private/government entities: a copy of the company/business constitution/incorporation/registration document showing the reference no and date and place of issue.</li> <li>(ii) VAT Certificate</li> <li>(iii) Financial Records</li> <li>(iv) Vehicle Details / Brochure</li> <li>(v) Bid Security</li> </ul> <p>All documents to be signed by all legally authorized signatories of all the parties.</p> |
| ITB 11                        | The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.                                                                                                                                                                                                                                                                                                                                        |
|                               | <b>Alternative and Optional Bids are not permitted.</b> If a bidder submits alternative bids, all the bids of respective bidder shall be rejected.                                                                                                                                                                                                                                                                                                                                                                                                    |
|                               | The prices quoted by the Bidder shall not be adjustable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                               | The Bidder is required to price each individual item given in the Price Schedule whether quantities are stated or not. The cost of Items against which the Bidder has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Price Schedule.                                                                                                                                                                                                                                                          |
| ITB 15                        | The Bidder shall quote the total bid price in <b>Sri Lankan Rupees</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| ITB 19                        | The bid shall be valid until <b>23.10.2026 (91 Days)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| ITB 20                        | <p>The Bidder shall furnish a bid security in the amount of <b>Rs 500,000/-</b></p> <p>The bid Security should be valid for <b>28 days (up to 20/11/2026)</b> from the bid validity date.</p> <p>(The format of the Bid security is attached in the Section 3- Bidding Forms)</p>                                                                                                                                                                                                                                                                     |
| ITB 41                        | Performance Security – <b>Not Required</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| ITB 42                        | <p>The awarded bidder can request an advance payment maximum of twenty percent (20%) of the contract sum subject to submission of an acceptable <b>advance payment guarantee</b>.</p> <p>(The format of the advance security is attached in the Section 3 - Bidding Forms)</p>                                                                                                                                                                                                                                                                        |

| <b>D. Submission and Opening of Bids</b> |                                                                                                                                                                                                                                                                                     |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITB 22                                   | Bidders shall not have the option of submitting their bids electronically.                                                                                                                                                                                                          |
|                                          | The additional identification marks are: Not Applicable                                                                                                                                                                                                                             |
|                                          | <p>For <b>bid submission purposes</b>, the Purchaser's address is:</p> <p>Attention: Chairman, Department Procurement Committee (Major),<br/>Insurance Regulatory Commission of Sri Lanka,<br/>Level 11, East Tower,<br/>World Trade Centre,<br/>Colombo 01.</p>                    |
| ITB 23                                   | <p><b>The deadline for submission of bids is:</b></p> <ul style="list-style-type: none"> <li>• <b>Date:</b> 24/07/2026</li> <li>• <b>Time:</b> 2.00PM</li> </ul>                                                                                                                    |
| ITB 26                                   | <p>The bid opening shall take place at:</p> <ul style="list-style-type: none"> <li>• <b>Date:</b> 24/07/2026</li> <li>• <b>Time:</b> 2.01PM</li> </ul> <p>Address: Insurance Regulatory Commission of Sri Lanka<br/>Level 11, East Tower,<br/>World Trade Centre<br/>Colombo 1.</p> |
| ITB 40                                   | The draft contract agreement attached in Section 03.                                                                                                                                                                                                                                |
| <b>E. Evaluation Criteria</b>            |                                                                                                                                                                                                                                                                                     |
| ITB 32                                   | The DPC will conduct a detailed evaluation to assess whether the technical and financial aspects of the bids meet the specified requirements. This evaluation will follow the preliminary examination.                                                                              |
|                                          | <p><b>Compliance Check:</b></p> <p>Bids will be evaluated for conformity with the Technical Specifications provided in Section 04 of the Procurement Document, including the information and details requested under ITB Sub-Clause 4,11,17</p>                                     |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p><b>Financial Evaluation</b></p> <p>Eligibility for Financial Evaluation:</p> <ul style="list-style-type: none"><li>• Only bids deemed substantially responsive will proceed to financial evaluation.</li></ul> <p>Additional Factors:</p> <ul style="list-style-type: none"><li>• The following factors will also be considered in the evaluation:<ul style="list-style-type: none"><li>- Delivery schedule</li><li>- Availability of after-sales services</li></ul></li></ul> |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## **Section 03 – Bidding Forms**

- Form 01 - Bid Submission Sheet
- Form 02 - Price Schedule
- Form 03 - Bidders Information
- Form 04 - Contractual Experience
- Form 05 - Historical Financial Performance
- Bid Security
- Advance Payment Security
- Contract Agreement

|                    |
|--------------------|
| <b>[ Form 01 ]</b> |
|--------------------|

## Bid Submission Sheet

Date : .....

NCB No : .....

To : Chairman,  
Department Procurement Committee (Major)  
Insurance Regulatory Commission of Sri Lanka  
Level 11, East Tower,  
World Trade Centre  
Colombo 01.

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders.
- b) We offer to supply in conformity with the Bidding Document and in accordance with the Delivery Schedule specified in Schedule of Supply, the following Goods and Related Services: **02 Nos. of motor vehicles under a five (05) year operating lease.**
- c) The total price of our Bid **without VAT**, including any discounts offered is:  
.....
- d) The total price of our Bid **including VAT**, and including any discounts offered is:  
.....
- e) Our Bid shall be valid for a period of time specified in ITB Sub-Clause 19, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- f) Our firm, its affiliates or subsidiaries including any subcontractors or suppliers for any part of the contract has not been declared blacklisted by the National Procurement Agency;
- g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

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

Signed: .....

In the capacity of: .....

Name: .....

Duly authorized to sign the Bid for and on behalf of .....

Dated on ..... Day of ...../.....

Company Seal:

**[ Form 02 ]****Price Schedule for vehicles (LKR)**

|          | (A)                                                    | (B)                             |            | (C)                   | (D)                                           | (E) | (F)              |
|----------|--------------------------------------------------------|---------------------------------|------------|-----------------------|-----------------------------------------------|-----|------------------|
| Item No. | Description (A)                                        | Monthly Rental (including SSCL) |            | Discount (if any) LKR | Monthly rental for 2 vehicles (excluding VAT) | VAT | Total Cost (LKR) |
|          |                                                        | Vehicle 01                      | Vehicle 02 |                       |                                               |     |                  |
| 01       | Monthly rental<br>Maximum mileage – 3,000 km per month |                                 |            |                       |                                               |     |                  |
| 02       | Rate per extra mileage                                 |                                 |            |                       |                                               |     |                  |
| 03       | Other Charges (if any)                                 |                                 |            |                       |                                               |     |                  |

\*Note: The monthly rental (B) shall be inclusive of the SSCL.

Total monthly rental excluding VAT amount in word: (LKR) .....

.....

If my/our offer is accepted, I/we undertake to supply the above item at the quoted price as per the tender conditions:

Name : .....

Designation : .....

Company Name : .....

Signature : .....

Date : .....

COMPANY  
SEAL

**[ Form 03]****Bidder's Information**

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

Date: .....

|                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Bidder's Legal Name: (insert Bidder's legal name)                                                                                                                                                                                                                                                                                      |
| 2. Bidder's Year of Registration: (insert Bidder's year of registration)                                                                                                                                                                                                                                                                  |
| 3. Bidder's Legal Address in Country of Registration (insert Bidder's legal address in country of registration)                                                                                                                                                                                                                           |
| 4. Bidder's Authorized Representative Information<br><br>Name: (insert Authorized Representative's name)<br><br>Address: (insert Authorized Representative's Address)<br><br>Telephone/ Fax numbers: (insert Authorized Representative's telephone/ fax numbers)<br><br>Email Address: (insert Authorized Representative's email address) |
| 5. Attached are copies of the original documents of: (check the box of the attached original documents) <ul style="list-style-type: none"><li>• Articles of Incorporation or Registration of firm</li><li>• VAT Certificate (if available)</li></ul>                                                                                      |

**[ Form 04]****Contractual Experience****Note: Please submit details of the 3 highest-value contracts in the last 2 years.****[ Fill out one form per contract]**

|                                                                                                                                                                |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Contract No                                                                                                                                                    |  |
| Award Date                                                                                                                                                     |  |
| Contract Period                                                                                                                                                |  |
| Goods / Service Details                                                                                                                                        |  |
| Total Contract Value                                                                                                                                           |  |
| <ul style="list-style-type: none"><li>• Purchaser's Name:</li><li>• Address:</li><li>• Contact Person Name</li><li>• Telephone No:</li><li>• E-mail:</li></ul> |  |

.....

Bidder's Signature

Company Seal

.....

Date

[ Form 05]

**Historical Financial Performance**

|                           | Financial Data for Previous 3 Years |      |      |
|---------------------------|-------------------------------------|------|------|
|                           | 2023                                | 2024 | 2025 |
| Total Assets (TA)         |                                     |      |      |
| Total Liabilities (TL)    |                                     |      |      |
| Net Worth (TA – TL)       |                                     |      |      |
| Current Assets (CA)       |                                     |      |      |
| Current Liabilities (CL)  |                                     |      |      |
| Working Capital (CA – CL) |                                     |      |      |

|                     | Financial Data for Previous 3 Years |      |      |
|---------------------|-------------------------------------|------|------|
|                     | 2023                                | 2024 | 2025 |
| Total Revenues (TR) |                                     |      |      |
| Profit Before taxes |                                     |      |      |
| Profit After Taxes  |                                     |      |      |

Note: The financial statements should be submitted when required.

- Agree to submit the financial statements when required.
- Historical financial statements must be audited by a certified accountant.
- Historical financial statements must be completed, including all notes to the financial statements.
- Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

.....

Bidder's Signature

Company Seal

.....

Date

## Bid Security

### [Authorized signature(s) and bank's seal (where appropriate)]

[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 name and address of Employer/Purchaser]

**Date:** ----- [insert date]

**BID GUARANTEE No.:** ----- [insert number]

We have been informed that -----**[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 ----- (hereinafter called "the Bid") for the execution/supply **[select appropriately]** of **[insert name of Contract]** under Invitation for Bids No. ----- **[insert NCB number]** ("the NCB").

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

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

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

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

**FORM OF ADVANCE PAYMENT SECURITY**

***[Name and address of agency and address of issuing branch or office]***

Date: .....

NCB No. and title: .....

Beneficiary: Insurance Regulatory Commission of Sri Lanka

Advance Payment Guarantee No: .....

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

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

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

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account .....**[insert number and domicile of the account]** This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until..... **[insert date]**.

.....

[signatures(s) of authorized representative(s) of the issuing bank]

## **AGREEMENT TO HIRE MOTOR VEHICLES/S**

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 |
|--------|------|-------|--------|------------|-----------|
|        |      |       |        |            |           |

IN WITNESS WHEREOF the said owner..... and the said Hirer .....have hereunto and to one other 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. ....

## Check List for Bidders

Bidders are advised to fill the following table and submit this form along with the proposal.

| ID | ITEM                                                          | YES / NO | REMARKS |
|----|---------------------------------------------------------------|----------|---------|
| 01 | <b>Form 01 - Bid Submission Form</b>                          |          |         |
|    | • Addressed to the <b>Employer</b>                            |          |         |
|    | • Completed                                                   |          |         |
|    | • Company Seal and Signature                                  |          |         |
| 02 | <b>Form 02 - Price Schedule</b>                               |          |         |
|    | • Amounts without VAT                                         |          |         |
|    | • Checked for calculation errors                              |          |         |
|    | • Company Seal and Signature                                  |          |         |
| 03 | <b>Form 03 - Bid Security</b>                                 |          |         |
|    | • Addressed to the <b>Employer</b>                            |          |         |
|    | • Format as required                                          |          |         |
|    | • Issuing Agency as specified                                 |          |         |
|    | • Amount as requested                                         |          |         |
|    | • Validity <b>28 days</b> beyond the Validity of Bid          |          |         |
|    | • Bank Seal and Signature                                     |          |         |
| 04 | <b>Technical Specification</b>                                |          |         |
|    | • Checked all the requirements                                |          |         |
|    | • Company Seal and Signature                                  |          |         |
| 05 | <b>Form 04 - Bidders Information</b>                          |          |         |
| 06 | <b>Form 05 - Contractual Experience (Minimum 3 Contracts)</b> |          |         |
| 07 | <b>Form 06 - Historical Financial Performance</b>             |          |         |
| 08 | <b>Company Registration Certificate</b>                       |          |         |
| 09 | <b>VAT Certificate</b>                                        |          |         |

## **Section 04 – Schedule of Supply**

- Technical Specification
- Delivery and Completion Schedule

## Technical Specification

| Item                      | Required Specifications                                                               | Offered Specifications<br>(All the cells should be filled) |    |         |
|---------------------------|---------------------------------------------------------------------------------------|------------------------------------------------------------|----|---------|
|                           |                                                                                       | Yes                                                        | No | Remarks |
| <b>Type</b>               | Sedan, Hatchback or SUV                                                               |                                                            |    |         |
| <b>Fuel Type</b>          | Petrol, Petrol Hybrid or Hybrid Electric Vehicles (HEVs)                              |                                                            |    |         |
| <b>Drive System</b>       | Front Wheel Drive (FWD)                                                               |                                                            |    |         |
| <b>Engine</b>             | -25                      +25<br>1500 CC    2000 CC                                    |                                                            |    |         |
|                           | Front positioned                                                                      |                                                            |    |         |
|                           | Liquid based cooling system                                                           |                                                            |    |         |
| <b>Transmission</b>       | Automatic                                                                             |                                                            |    |         |
| <b>Fuel Consumption</b>   | Please specify km/liter                                                               |                                                            |    |         |
| <b>Safety</b>             | • Air Bags - Minimum of 4 airbags (Driver, Front Passenger, and Side Curtain airbags) |                                                            |    |         |
|                           | • Electronic Stability Control (ESC) or Vehicle Stability Assist (VSA)                |                                                            |    |         |
|                           | • Reverse camera with dynamic guidelines and rear parking sensors                     |                                                            |    |         |
|                           | • Engine immobilizer, remote central locking, and anti-theft alarm system             |                                                            |    |         |
| <b>Interior</b>           | • 5 Seats with high-quality fabric or synthetic leather                               |                                                            |    |         |
|                           | • In Good Condition                                                                   |                                                            |    |         |
|                           | • Centre Lock                                                                         |                                                            |    |         |
|                           | • Automatic Air Conditioning                                                          |                                                            |    |         |
|                           | • All-door power windows                                                              |                                                            |    |         |
| <b>Exterior</b>           | • Good condition                                                                      |                                                            |    |         |
|                           | • 5 doors                                                                             |                                                            |    |         |
|                           | • Alloy Wheel                                                                         |                                                            |    |         |
| <b>Fuel Tank Capacity</b> | 35 liter minimum                                                                      |                                                            |    |         |
| <b>Other</b>              |                                                                                       |                                                            |    |         |

.....

Bidder's Signature

Company Seal

|                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                          |  |  |                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|-------------------------------------------------------------|
| Eligibility of the bidder                                                                                                                                                                                                                                                                                                                | Bidder should be:<br>A) vehicle agent who is a franchise holder of world-renowned vehicle brands available in Sri Lanka<br>B) a financial institution licensed under the Central Bank of Sri Lanka; or<br>C) a car rental service with at least 10 vehicles in the fleet |  |  | Please specify the category applicable from (A), (B) or (C) |
| Delivery Period                                                                                                                                                                                                                                                                                                                          | Please specify                                                                                                                                                                                                                                                           |  |  |                                                             |
| Vehicle condition                                                                                                                                                                                                                                                                                                                        | Brand new or unregistered vehicles with a mileage less than 1000 km                                                                                                                                                                                                      |  |  |                                                             |
| Country of Manufacture                                                                                                                                                                                                                                                                                                                   | Please Specify                                                                                                                                                                                                                                                           |  |  |                                                             |
| Current Mileage                                                                                                                                                                                                                                                                                                                          | Please Specify                                                                                                                                                                                                                                                           |  |  |                                                             |
| Maintenance & Major Repair History                                                                                                                                                                                                                                                                                                       | Please Specify                                                                                                                                                                                                                                                           |  |  |                                                             |
| Licensing & Insurance                                                                                                                                                                                                                                                                                                                    | Bidder should keep the vehicle licensed during the period including appropriate comprehensive insurance cover applicable to rent a car facility                                                                                                                          |  |  |                                                             |
| Service & Maintenance                                                                                                                                                                                                                                                                                                                    | Bidder should bear all routine maintenance costs including expenses on accidental repairs as well (Please refer note below).                                                                                                                                             |  |  |                                                             |
| <p><b>Note</b><br/>Please note that if the vehicle is in repair for more than 24 hours, the bidder shall provide a similar standard vehicle, or prorated rent will be deducted from the monthly rental. If the period exceeds more than two weeks, the bidder has to provide a similar vehicle until the leased vehicle is returned.</p> |                                                                                                                                                                                                                                                                          |  |  |                                                             |

.....

Bidder's Signature

Company Seal

**Delivery and Completion Schedule**

| Item No | Description     | Delivery Schedule                                          | Location                                                                                     |
|---------|-----------------|------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| 01      | 02 Nos Vehicles | Deliver the goods within<br>..... <b>days</b> of awarding. | Insurance Regulatory<br>Commission of Sri Lanka,<br>Level 11, East Tower, WTC,<br>Colombo 01 |

.....

Bidder's Signature

Company Seal

.....

Date