



**Information and Communication Technology
Agency of Sri Lanka**

BIDDING DOCUMENT

National Competitive Bidding (NCB)

Procurement of hiring a SUV Vehicle for official usage of ICTA.

[IFB No: ICTA/GOSL/SER/NCB/2022/02]

**Information and Communication Technology Agency of Sri Lanka
No. 490, 6th Floor,
R.A.De Mel Mawatha,
Colombo 03**

March 2022



Information and Communication Technology Agency (ICTA) of Sri Lanka

Procurement of hiring a SUV Vehicle for official usage of ICTA

Contract No: ICTA/GOSL/SER/NCB/2022/01

INVITATION FOR BIDS (IFB)

National Competitive Bidding (NCB)

1. The Chairman, Department Procurement Committee (DPC), on behalf of ICTA, now invites sealed Bids from eligible and qualified Bidders for Renting of a SUV Vehicles for ICTA without driver and fuel
2. Bidding will be conducted using the National Competitive Bidding (NCB) procedure that shall be governed by the procurement guidelines of the Government of Sri Lanka
3. Detail are given in the Bidding documents
4. A complete set of Bidding Document in English language will be issued through email on submission of written request (on the applicant's letterhead) with Payment Slip of the non-refundable payment of a non-refundable fee of **LKR 2,500.00** to the email address of procurement@icta.lk from **07nd March 2022** to **15th March 2022**.
5. The payment of non-refundable fee LKR 2,500.00 should be deposited to the Bank AC No. 77897587- ICT Agency Gov, Bank of Ceylon, Milagiriya Branch

(Note: Please Fill the Depositors Details and Purpose of Deposit in the Deposit Slip as "Non-Refundable Tender Fee" and it is mandatory to submit the aforesaid cash Deposit slip with the Bid.

The payment should be made in cash & other payments are not allowed).

6. Bids shall be delivered in duplicate to the address at, Information and Communication Technology Agency (ICTA) of Sri Lanka, Ground Floor, No 490, R. A. De Mel Mawatha, Colombo 03 on or before **18th March 2022, at or before 15.00 Hrs. Late bids will be rejected.**
7. Bids shall be valid **91 days** from the date of Bid closing and all bids shall be accompanied by a bid security of **LKR 75,000.00**, Bid Security shall be valid up to 28 days beyond the date of Bid validity date.
8. Interested bidders may obtain further information from Director (Procurement) ICTA, No 490 R.A.De Mel Mawatha , Colombo 03 or email: procurement@icta.lk. Bidding documents are also available on ICTA Website (<https://www.icta.lk/procurement/>) only for inspection purposes.

**Chairman,
Departmental Procurement Committee
Information and Communication Technology Agency (ICTA) of Sri Lanka**

06th March 2022

Section I. Instructions to Bidders (ITB)

General

- 1. Scope of Bid**
 - 1.1** The Employer **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this National Competitive Bidding (NCB) procurement are **specified in the BDS**. The name, identification, and number of lots (individual contracts), if any, are **provided in the BDS**.
 - 1.2** Throughout these Bidding Documents:

The term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;

If the context so requires, “singular” means “plural” and vice versa; and

“Day” means calendar day.
- 2. Source of Funds**
 - 2.1** Payments under this contract will be financed by the source specified in the BDS.
- 3. Ethics, Fraud and Corruption**
 - 3.1** The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:
 - Parties associated with Procurement Actions, namely, Service Providers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
 - Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Service Providers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
 - 3.2** The Employer requires the bidders, Service Providers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

- a) *“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;*
- b) *“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;*
- c) *“Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer to establish bid prices at artificial, non-competitive levels; and*
- d) *“Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.*

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

4. Eligible Bidders

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

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

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

4.3 A Bidder that is under a declaration of ineligibility by the Government of Sri Lanka (GOSL), at the date of submission of bids or at the date of contract award, shall be disqualified.

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

5 Eligible Goods and Related Services

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

Contents of Bidding Documents

- 6 Sections of Bidding Documents**
- 6.1 The Bidding Documents consist of 1 Volume, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.
- Invitation for Bid
- Section I – Instructions to Bidders (ITB)
- Section II – Bidding Data Sheet (BDS)
- Section III – Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V – Schedule of Requirements
- Section VI – Conditions of Contract
- Section VII – Contract Data
- Section VIII – Contract Forms
- 6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 7 Clarification of Bidding Documents**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Employer in writing at the Employer’s address **specified in the BDS**. The Employer will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Employer 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 Employer deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.
- 8 Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of bids, the Employer 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 Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2
- Preparation of Bids**
- 9 Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer shall not be responsible

or liable for those costs, regardless of the conduct or outcome of the bidding process.

- 10 Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Employer, shall be written in English language.
- 11 Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
 - b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;
 - c) documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;
 - d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - e) any other document required in the BDS.
- 12 Bid Submission Form and Price Schedules** 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13 Alternative Bids** 13.1 Alternative bids shall not be considered.
- 14 Bid Prices and Discounts** 14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.
- 14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.
- 14.3 If so, indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.
- 14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Service Provider:
- (a) on components and raw material used in the manufacture or assembly of goods quoted; or
 - (b) on the previously imported goods of foreign origin

- (ii) However, VAT shall not be included in the price but shall be indicated separately;
 - (iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;
 - (iv) the price of other incidental services
- 14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.
- 14.6 All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.
- 15 Currencies of Bid** 15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.
- 16 Documents Establishing the Eligibility of the Bidder** 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
- 17 Documents Establishing the Conformity of the Goods and Related Services** 17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if **specified in the BDS** following commencement of the use of the goods by the Employer .
- 18 Documents Establishing the Qualifications of the Bidder** 18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Employer 's satisfaction:
- (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization if required in the BDS, using the form included in Section IV, Bidding Forms to demonstrate that

it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;

- (b) that, if **required in the BDS**, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Service Provider's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**19 Period of
Validity of Bids**

- 19.1 Bids shall remain valid until the date **specified in the BDS**. A bid valid for a shorter date shall be rejected by the Employer as non-responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Employer may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

20 Bid Security

- 20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.
- 20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:
 - a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
 - b) be issued by an institution acceptable to Employer .
 - c) be substantially in accordance with the form included in Section IV, Bidding Forms;
 - d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Clause 20.5 are invoked;
 - e) be submitted in its original form; copies will not be accepted;
 - f) remain valid for the period specified in the BDS.
- 20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Employer as non-responsive.
- 20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.

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

- a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or
- b) if a Bidder does not agree to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
- c) if the successful Bidder fails to:

sign the Contract in accordance with ITB Clause 42;

furnish a Performance Security in accordance with ITB Clause 43.

21 Format and Signing of Bid

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

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

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

Submission and Opening of Bids

22 Submission, Sealing and Marking of Bids

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

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

22.2 The inner and outer envelopes shall:

- a) Bear the name and address of the Bidder;
- b) be addressed to the Employer in accordance with ITB Sub-Clause 23.1;
- c) bear the specific identification of this bidding process as indicated in the BDS; and
- d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1.

If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

- 23 Deadline for Submission of Bids**
- 23.1** Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS.**
- 23.2** The Employer 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 Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 24 Late Bids**
- 24.1** The Employer 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 Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 25 Withdrawal, and Modification of Bids**
- 25.1** A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” or “Modification;” and
 - (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.
- 25.2** Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1.
- 25.3** No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.
- 26 Bid Opening**
- 26.1** The Employer 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 Employer. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 26.3** All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any

other details as the Employer 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 Employer shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

Evaluation and Comparison of Bids

- 27 Confidentiality**
- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2 Any effort by a Bidder to influence the Employer in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Employer on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.
- 28 Clarification of Bids**
- 28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Employer 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 Employer shall not be considered for purpose of evaluation. The Employer'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 Employer in the Evaluation of the bids, in accordance with ITB Clause 30.
- 29 Responsiveness of Bids**
- 29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- b) limits in any substantial way, inconsistent with the Bidding Documents, the Employer 's rights or the Bidder's obligations under the Contract; or
- c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

30 Nonconformities, Errors, and Omissions

30.1 Provided that a Bid is substantially responsive, the Employer may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

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

- a) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the line-item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

31 Preliminary Examination of Bids

31.1 The Employer shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

31.2 The Employer 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.

Bid Submission Form, in accordance with ITB Sub-Clause 12.1;

Price Schedules, in accordance with ITB Sub-Clause 12;

Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.

32 Examination of Terms and Conditions; Technical Evaluation

32.1 The Employer shall examine the Bid to confirm that all terms and conditions specified in the CC and the **Contract Data** have been accepted by the Bidder without any material deviation or reservation.

32.2 The Employer shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

32.3 If, after the examination of the terms and conditions and the technical evaluation, the Employer determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Employer shall reject the Bid.

33 Conversion to Single Currency

33.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Employer shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

34 Domestic Preference

34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.

35 Evaluation of Bids

35.1 The Employer shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

35.2 To evaluate a Bid, the Employer shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.

35.3 To evaluate a Bid, the Employer shall consider the following:

- a) the Bid Price as quoted in accordance with clause 14;
- b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
- c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
- d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
- e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.

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

35.5 If so, specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Employer to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

36 Comparison of Bids 36.1 The Employer shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.

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

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

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

38 Employer 's Right to Accept Any Bid, and to Reject Any or All Bids 38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

Award of Contract

39 Award Criteria 39.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

40 Employer 's Right to Vary Quantities at Time of Award 40.1 At the time the Contract is awarded, the Employer reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed fifteen percent (15%)

- of the total quantity and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 41 Notification of Award**
- 41.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Employer will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.
- 42 Signing of Contract**
- 42.1 Within Seven (7) days after notification, the Employer shall complete the Agreement, and inform the successful Bidder to sign it.
- 42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.
- 43 Performance Security**
- 43.1** Within fourteen (14) days of the receipt of notification of award from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.
- 43.2** Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Employer may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

Section II. Bidding Data Sheet (BDS)

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

| | |
|-----------------------------|---|
| ITB Clause Reference | A. General |
| ITB 1.1 | <p>The Employer is: Information and Communication Technology Agency of Sri Lanka</p> <p>The name and identification number of the Contract are: Procurement of hiring a SUV Vehicle for official usage of ICTA. Contract Number: IFB No: ICTA/GOSL/SER/NCB/2022/02</p> <p>Partial bids shall be liable to be treated as “non-Responsive” and rejected.</p> |
| ITB 2.1 | The source of funding is: Government of Sri Lanka (GoSL) |
| | B. Contents of Bidding Documents |
| ITB 7.1 | <p>For <u>Clarification of bid purposes</u> only, the Employer’s address is: Attention: Director Procurement Address: Information and Communication Technology Agency of Sri Lanka, No. 490, 6th Floor, R.A. De Mel Mawatha, Colombo 03 Telephone: 2369099 -100 e-mail: procurement@icta.lk</p> |
| | C. Preparation of Bids |
| ITB 10.1 | Bid, as well as all correspondence and documents relating to the bi should be in English language |
| ITB 11.1 (e) | <p>Business registration certificate</p> <p>Certified copy of VAT registration</p> <p>Copy of the vehicle registration book</p> <p>If the vehicle owner is not the vehicle hiring company duly authorized letter from the vehicle owner</p> <p>Detailed of the previous experience with the government organizations</p> |
| ITB 13.1 | Alternative bids shall not be considered. Options are not allowed, the bids submitted with options shall be treated as non-responsive and shall be rejected. |
| ITB 15.1 | Bidder shall quote in Sri Lankan Rupees only |
| ITB 19.1 | The bid validity period shall be Ninety-one days (91) days from the date of bid closure; accordingly, the bid shall be valid until June 17, 2022. |

| | |
|---------------------|---|
| ITB 20.1 | Bid shall include a Bid Guarantee issued by a commercial bank licensed by the Central Bank of Sri Lanka in the format prescribed in Section IV “Bidding Forms – Bid Guarantee” |
| ITB 20.2 | The amount of the Bid Security in the form of Bank Guarantee shall be as follows; Sri Lanka Rupees Seventy Five Thousand (LKR 75,000.00) only Bid Security shall be issued in favor of; Information and Communication Technology Agency of Sri Lanka, 490, 6th Floor, R.A. De Mel Mawatha, Colombo 03, Sri Lanka. |
| ITB 20.2 (f) | Bid Security shall be valid for a period of 28 days beyond the original validity date of bids (up to, July 15, 2022). |
| | D. Submission and Opening of Bids |
| ITB 22.1 | i. Bidder Shall submit the Original and One copy of the Bid |
| ITB 22.2 (e) | The inner and outer envelopes shall bear the following identification marks: Title of the Procurement: Procurement of hiring a SUV Vehicle for official usage of ICTA.. Contract Number: IFB No: ICTA/GOSL/SER/NCB/2022/02 |
| ITB 23.1 | For bid submission purposes, the Employer ’s address is: Attention: Chairman Address: Information and Communication Technology Agency Lanka, 490, Ground Floor, R.A.De Mel Mawatha, Colombo 03. The deadline for the submission of bids is: Date: 18th March 2022 Time: 3.00 P.M |
| ITB 26.1 | The bid opening shall take place at: Address: Information and Communication Technology Agency, 490, Ground Floor, R.A De Mel Mawatha, Colombo 03 Date: 18th March 2022 Time: Immediately after deadline for bid submission |
| | E. Evaluation and Comparison of Bids |
| ITB 40.1 | Employer ’s Right to increase or decrease the quantity of Service originally specified in Section V, Schedule of Requirements, provided this does not exceed fifteen percent (15%) of the total quantity and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. ICTA chairman reserved the right to terminate the contract at his own discretions |
| ITB 43 | 10% performance guaranty should be provided by the selected vendor using the standard format given in Bidding forms (section 1V) |

Section III.
Evaluation and Qualification Criteria

Contents

- 1. Evaluation Criteria - ITB 35.3 (d)**
- 2. Post-qualification Requirements - ITB 37.2**

1. Evaluation Criteria -ITB 35.3 (d)

The Employer's evaluation of a bid will be based on Evaluated Bid Price.

2. Post – Qualification Requirements (ITB 37.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 36.1, the Employer shall carry out the post qualification of the Bidder in accordance with ITB Clause 37, using the following requirements.

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirements::

- Sound liquidity position should be reflected in the last three years financial statements

(b) Commercial, Experience and Technical Capability

The Bidder shall furnish documentary evidence to demonstrate that it meets the following requirements;

- Bidder shall be a legally registered company as a renting vehicle company in Sri Lanka and has been in operation for the last Five (05) years.
 - List of clients who have obtained service of rental basis vehicles from the company
 - Bidder shall comply with all requirements of the schedule of requirements
-

Section IV. Bidding Forms

Table of Forms

- 1. Bid Submission Form**
- 2. Price Schedule**
- 3. Bid Guarantee**
- 4. List of clients**
- 5. Performance guaranty form**

1. Bid Submission Form

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

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

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

To: **Chairman,
Information and Communication Technology Agency of Sri Lanka
490, R.A.De Mel Mawatha,
Colombo 03.
Sri Lanka.**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the (SOR).
- (c) The total price of our Bid without VAT, including any discounts offered is: *[insert the total bid price in words and figures]*;

| Name of the Procurement | Bid Price / LKR (Without VAT) |
|--|--|
| Procurement of hiring a SUV Vehicle for official usage of ICTA for 12 months | |

- (d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (f) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (g) Our firm, its affiliates or subsidiaries—including any subcontractors or Service Providers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

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

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

2. Price Schedule

2.1 Procurement of hiring a SUV Vehicle for official usage of ICTA. for 12 months

2.2 Contract Number: IFB No: ICTA/GOSL/SER/NCB/2022/02

Section 1: Rental for committed 2000km

| Item Number | Name and Description of the rental vehicle | Qty | Monthly rental per 2000 km | Total rental for 12 months |
|-------------|--|-----------|----------------------------|----------------------------|
| 1 | | 12 months | | |

Note - Total rental for 12 months should be mentioned in the Bid submission form

Section 2: Rates for additional km -Rs.

.....
Signature of the authorized person and the Company Seal

3. Bid Guarantee

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

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

***Beneficiary:**

**Information and Communication Technology Agency of Sri Lanka
490, R.A. De Mel Mawatha,
Colombo 03. Sri Lanka.**

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

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

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

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

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

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

4. Client List

| # | Name of the Employer | Nature of the service | Duration of the Assignment | Contact detail and the person | Was assignment successfully completed? |
|---|----------------------|-----------------------|----------------------------|-------------------------------|--|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Note: Attach service completion certificates from the employer for the documentary proof.

Section V. Schedule of Requirements

- 1. Background**
- 2. Introduction**
- 3. Scope of Services**
- 4. Compliance form for specifications**

Background

Information and Communication Technology Agency (ICTA) of Sri Lanka is the apex ICT institution of the Government. Through the e-Sri Lanka Development Project, ICT was to be used to develop the economy of Sri Lanka, reduce poverty and improve the quality of life of the people of Sri Lanka.

Introduction

Executive Chairman of ICTA assumed duties on 01st January 2022 and as per the circular by President Secretariat – PS/SP/Circular 02/2020, Chairman of a state owned enterprise is entitled for official vehicle. Since previous chairman had not used any official vehicles, ICTA does not have a vehicle to be re- assigned to the newly appointed Chairman. Hence ICTA is planning to acquire a vehicle for chairman under operative lease method with prior approval from Secretary – Ministry of Technology and Director General Department of National Budget – Ministry of Finance.

Scope of Service

1. Need a vehicle with monthly utility of minimum 2000km without driver and fuel
2. Vehicle should be of Japanese or European origin.
3. Vehicle should equip with Must be fully air conditioned (Dual AC), Power Steering system, Anti-lock Braking system (ABS). Must be a safety vehicle with seat belts and airbags for driver and front passengers.
4. Full insured cover for vehicle.
5. In the event of a repair or accident, the bidder must make the relevant repairs on time.
6. The engine must be fault – free, Interior should be well maintained and appealing, body rust free and other systems and components within the vehicle must be fully functional.
7. In the event of repairs, breakdown or accidents, a similar type of vehicle must be Provided within 24 hours and service provider responsible for removing the vehicle for necessary repairs.
8. The service provider shall offer vehicles either owned by them or possess the legal entitlement for the use of the vehicles, throughout the period of the contract (the related documents to be produced).

9. The service provider should bear the costs of all taxes, insurances, emission tests, licensing or any other related cost for the vehicles offered and ensure such requirements are fulfilled through the entire period of the contract.
10. The successful bidder shall be prepared to physically produce the vehicle on a date and time indicated by the ICTA. A period of four working days' notice will be given. For physical inspection with test drive,
11. Once ICTA agrees for the vehicles after inspection, under any circumstances the Service Provider will not be allowed to change any specification of vehicle other than physically produced vehicle.
12. All repairs, maintenance & replacement of tyres need to be carried out by the service provider in upon request of ICTA. The cost also needs to be borne by the service provider. All vehicles should be maintained according to the manufacturer's given schedules
13. All maintenance of the vehicle needs to be carried out by the service provider including scheduled services

Compliance form for specifications

| No. | Item | Description | Comply Yes/ No |
|-----|----------------------------------|--|----------------|
| 01 | Vehicle Registration Number | Please mentioned the number | |
| 02 | Vehicle Type | Sport utility Vehicle (SUV) | |
| 03 | Fuel | Petrol /Diesel | |
| 04 | Brand and Model | Japanese or European | |
| 05 | Year of Manufacture | Above 2015 | |
| 06 | Mileage | Less than 100,000km | |
| 07 | Engine Capacity | Above 2600cc | |
| 08 | Vehicle Condition | Less than 100,000 km | |
| 09 | Transmission | Automatic | |
| 10 | Air Conditioning | Fully air conditioning rear and front | |
| 11 | Steering | Power Steering | |
| 12 | Airbags | Availability of Airbags | |
| 13 | Seat Belts | For driver and all passengers | |
| 14 | Body type | Please mentioned the type | |
| 15 | Power mirrors | Availability of Power Mirrors | |
| 16 | Audio and Reverse Camera Display | Audio and visual unit with reverse camera should be available | |
| 17 | Locking system | Central Locking system operated with a remote controller | |
| 18 | Tyres | Brand new radial tyres for all wheels at the beginning of the contract | |
| 19 | 4WD or AWD system | Availability of 4WD or AWD system | |
| 20 | Autonomous braking system | Availability Autonomous braking system | |

Section VI Conditions of Contract

1. General Provisions

1.1 Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Contract” means the Contract Agreement signed by the Parties, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
 - (c) “Contract Price” means the price payable to the Service Provider as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
 - (d) “Day” means calendar day.
 - (e) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
 - (f) “GCC” means the General Conditions of Contract.
 - (g) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
 - (h) “Employer” means the entity who employs the Service Provider
 - (h) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Services is subcontracted by the Service Provider.
 - (i) “Service Provider” means the natural person, private or government entity, or a combination of the above, whose bid to provide the Services has been accepted by the Employer and is named as such in the Contract Agreement.

- (j) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (l) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (m) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (n) “The Project Site,” where applicable, means the place named in the SCC.
- (o) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (p) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SSC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (q) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (r) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

1.2 Applicable Law

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

1.3 Language

This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email, or facsimile to such Party at the address **specified in the SCC**.

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

Any Communication on receipt should be acknowledged by either party.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.**

1.7 Inspection and Audit by the GOSL

The Service Provider shall permit the GOSL to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the GOSL, if so required by the GOSL.

1.8 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**

2.2 Commencement of Services

2.2.1 Program

Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;

- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GOSL investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (b) acts intended to materially impede the exercise of the GOSL’s inspection and audit rights

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Employer, such notice to be given after the

occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Loan or Credit

In the event that the GOSL suspends the funds to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the GOSL's suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

2.6.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound

management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the

Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix D ("Key Personnel"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any over payment of liquidated damages by the Service Provider by adjusting the next payment

certificate. The Service Provider shall be paid interest on the over payment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix D. The Key Personnel and Subcontractors listed by title as well as by name in Appendix D are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance as **specified in the SCC**.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix G.

6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider’s remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors’ costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price** The price payable in Sri Lankan Rupees
- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
- 6.3.1** For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4,
- 6.3.2** **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
- 6.5 Period allocated for Payments** Payments shall be made within the period specified in the **SCC**

6.6 Day works

- 6.6.1 If applicable, the Day work rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.
- 6.6.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.
- 6.6.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.6.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice or specified in the Service Level Agreement (SLA – Appendix H).
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

A dispute which cannot be resolved amicably shall be settled in the following manner, if the Service Provider is local:-

Any party may declare a 'Dispute' by notifying the other party of such matter setting forth the specifics of the matter in controversy or the claim being made. Within 10 days of receipt of such notice, a senior representative of each party not involved with the day-to-day operation shall confer and attempt to resolve the Dispute.

In the event the parties are unable to resolve the Dispute within 10 days, either party may submit the Dispute for Commercial Mediation to an expert mediator nominated by the Ceylon Chamber of Commerce in terms of the Commercial Mediation Centre of Sri Lanka, Act No. 44 of 2000. In the event the parties are unable to resolve the Dispute through mediation or if a certificate of non-settlement is entered in terms of Section 3 F of the said Act, either party may refer the dispute to a court of competent jurisdiction.

Section VII. Contract Data

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|---|
| 1.1(a) | The contract name is Procurement of hiring a SUV Vehicle for official usage of ICTA.. |
| 1.1(h) | The Employer is Information and Communication Technology Agency of Sri Lanka |
| 1.1(i) | The Service Provider is; |
| 1.1(p) | The Member in Charge is <i>NA</i> |
| 1.3 | The language is English |
| 1.4 | Notices shall be given to the Authorized Representative stated in SCC 1.6 |
| 1.5 | No 490, R A De Mel Mawatha , Colombo 03 |
| 1.6 | <p>The Authorized Representatives at the commencement of this contract are:</p> <p>For the Employer: Chairman – ICTA</p> <p>For the Service Provider: xxxxxxxxx</p> <p>The parties may amend the above on notifications in writing signed by the Chief Executive of the respective institution.</p> |

| | |
|-------|---|
| 2.1 | The Effective Date of the Contract: 7 Days from the date of contract award. |
| 2.2.2 | The Starting Date for the commencement of operations is: effective date |
| 2.3 | Implementation Period: 12 months from the date of commencement |
| 3.4 | All risk associated with the staff employed to provide services and the any damages made by the employed staff, any third party damage caused while performing the duties shall be the responsibility of the service provider. Obtaining any insurance coverage is at the discretion of the service provider. |
| 3.5 | Prior approval should be taken from ICTA for any changes of the contract |
| 3.8.1 | The liquidated damages rate is One (01) percent of the total contract price per day. The maximum amount of liquidated damages for the whole contract is Ten percent (10%) of the final Contract Price. |
| 3.8.3 | A replacement for repairs and breakdowns shall be provided with in 24 hours' time, if not, following penalty will be imposed on hourly basis. <u>Monthly rental</u> x 1 20 |
| 5.1 | ICTA Administrative division will supervise the service |
| 6.1 | This contract is not a lump-sum contract and the contract value will be the agreed rate x actual no of working days (Months) and if there are any excess kilo meters than 2000km relevant rate will be applicable |
| 6.4 | Up on submission of invoices and other relevant documents requested by ICTA, Payment will be made monthly, based on the actual days worked at the standard rates agreed in the price schedule for each category. |
| 6.5 | Monthly payment will be made within 45 days from the date of submission of Invoices and other documents requested by ICTA |
| 7.1 | ad hock inspections will be conducted by ICTA |
| 7.2 | The Employer reserves the rights to enhance the performance security for the lack of performance |

Section VIII. Contract Forms

Table of Forms

Letter of Awards

Contract Agreement

Performance Security

ICTA/GOSL/SER/NCB/xxx/xx

Director,

Service provider

Letter of Acceptance

Procurement of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

I wish to notify you that your Bid dated on xxxx to Procurement of Service Provider for Janitorial Services for the year of 2022 at a total price of Sri Lankan Rupees xxxxxx (xxxxxxxxxxxxxxxxxxxxxxxxxxxx) is hereby accepted.

You are hereby instructed to proceed with the execution of the said assignment in accordance with the given proposal by the ICTA.

The Start Date of the Works shall be the date of this Letter of Award. Stipulated deadline or the actual date of commencement which falls earlier will be counted as the start date of the service

Total payment of Rs xxxxxxxxxx will be paid after completing the assignment up to the satisfactory level of the ICTA and submitting the invoice.

You may contact Ms xxxxxxxxxxxxxx, Director Finance of the ICTA to make arrangements to start the activities in order to commence the Assignment.

A proper contract agreement will be signed, this Letter of Awarding and your proposal will form a binding contract until the formal agreement is signed.

Authorized Signature

Information and Communication Technology Agency of Sri Lanka

Contract Agreement

THIS CONTRACT AGREEMENT is made

the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

- (1) [*insert complete name of Employer*], a [*insert description of type of legal entity, for example, an agency of the Ministry of or corporation*] and having its principal place of business at [*insert address of Employer*] (hereinafter called “the Employer ”), and
- (2) [*insert name of Service Provider*], a corporation incorporated under the laws of [*insert: country of Service Provider*] and having its principal place of business at [*insert: address of Service Provider*] (hereinafter called “the Service Provider”).

WHEREAS the employer invited bids for certain products and ancillary services, viz., [*insert brief description of products and Services*] and has accepted a Bid by the Service Provider for the supply of those products and Services in the sum of [*insert Contract Price in words and figures, expressed in the Contract currency(ies)*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Employer and the Service Provider, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Contract Data
 - (c) Conditions of Contract
 - (d) Scope of work
 - (e) The Service Provider Bid and original Price Schedules
 - (f) The Employer Notification of Award
 - (g) [*Add here any other document(s)*]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the employer to the service provider as hereinafter mentioned, the service provider hereby covenants with the Employer to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The employer hereby covenants to pay the service provider consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *Democratic Socialist Republic of Sri Lanka* on the day, month and year indicated above.

For and on behalf of the Employer

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Service Provider

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

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Performance Security

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

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

----- [Issuing Agency's Name, and Address of Issuing Branch or Office] -----

***Beneficiary: Information and Communication Technology Agency of Sri Lanka
490, 6th Floor, R.A.De Mel Mawatha,
Colombo 03. Sri Lanka.**

Date: -----

PERFORMANCE GUARANTEE No.: -----

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

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

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

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

[signature(s)]