



**BIDDING DOCUMENTS**

**HIRING OF FOUR DOUBLE CABS**

**UNDER**

**NATIONAL COMPETITIVE BIDDING PROCEDURES**

**CONTRACT NO: NQ/DPC/2018/NCB/S/01**

**National Aquaculture Development  
Authority of Sri Lanka**

**Ministry of Fisheries and Aquatic Resources Development**  
**National Aquaculture Development Authority of Sri Lanka**

**CONTRACT NO - NQ/DPC/2018/NCB/S/01**

**DOCUMENTATION CERTIFICATE**

**Description of the Procurement:** Hiring of Four Double cabs

**Issued to** : .....

**Address** : .....

.....

.....

**Telephone Number** : .....

**Fax Number** : .....

**E-mail Address** : .....

**Tender Fee and**

**Receipt Number** : .....

.....

Authorized Officer

.....

(Seal)

**Date of issuing** ..... 2018

**Time** ..... a.m. / p.m. ....



Ministry of Fisheries and Aquatic Resources Development



## National Aquaculture Development Authority of Sri Lanka

### Invitation for Bids

### Procurement Notice

### Hiring of Four Double Cabs

01. The Chairman of the National Aquaculture Development Authority of Sri Lanka invites sealed bids from qualified and eligible bidders for the **Hiring of Four Double Cabs up to 31<sup>st</sup> December 2018.**

Contract No & Name of Procurement	Bid Security & Validity (SLR)	Non Refundable Bid Fee (SLR)	Closing Date & Time of Issuing of Bidding Documents	Closing and Opening Date & Time of Receiving of Bid
NQ/DPC/2018/NCB/S/01  <b>Hiring of Four Double Cabs.</b>	Cash - 70,000.00     or  Bank Security - 140,000.00  121 Days	3,500.00	20. 02. 2018 at 3.00 p. m.	21.02. 2018 at 2.00 p. m.

02. All eligible bidders may obtain further information on the Bid from **Director (Finance), Tel: 011 278 6575 / 011 278 6495, Fax: 011 278 6493 and [www.naqda.gov.lk](http://www.naqda.gov.lk)** and inspect the bidding documents free of charge at the following address during office hours from 9.00 a m to 3.00 p. m. from 26<sup>th</sup> January 2018 to 20<sup>th</sup> February 2018.

03. A complete set of Bidding Documents may be purchased by any interested eligible bidder on the submission of a written application to the following address and upon payment of a non-refundable bid fee in cash or bank draft during the period as indicated above.

04. Bids shall be valid for **Ninety One (91) days** from the deadline of bid submission.

05. **All bids must be accompanied by a bid security** as specified in the Bid Documents and must be delivered to the address given below in accordance with the general conditions on or before the dates mentioned above.

Chairman,

National Aquaculture Development Authority of Sri Lanka,

No. 41/1, New Parliament Road,

Pelawatte, Battaramulla.

## **Section I. Instructions to Bidders (ITB)**

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

### **A. General**

#### **1. Scope of Bid**

**1.1 The Employer / or Hirer, as defined in the Bidding Data, invites bids for the Hiring of Five Double Cabs applying the Government Procurement Procedure through competitive bidding process, as described in the Employer's / or Hirer's requirement, section VI, subject to the condition that vehicle supplier / or the owner / service provider provide a fully maintained vehicle for an eight – months period (08 months) on a monthly fixed rental basis fulfilling the following terms and conditions. The name and Identification number of the Contract is provided in the Bidding Data.**

1.2 The successful Bidder will be expected to complete the performance of the Services throughout the Intended Completion Period provided in the Bidding Data.

#### **2. Qualification and Experience of the Bidder**

**2.1 All bidders shall provide in Section III, Forms of Bid and Qualification and Experience Information as necessary and eligible suppliers should be vehicle agents who are franchise holders of world renowned vehicle brands available in Sri Lanka, financial institutions registered under the Central Bank of Sri Lanka, and car rental services (i.e., rent a car companies) with at least 10 vehicles in the fleet.**

2.2 All bidders shall include the following information and documents with their bids in Section III:

- (a) Qualification Information - Schedule A – List of Vehicles with at least 10 Nos. of vehicles
- (b) Qualification Information - Schedule B - Experience in Similar Assignments of the Service Provider proposed for the Contract in last three years
- (c) List of clients' references
- (d) Copy of the Certificate of Registration as a Company / business
- (e) Copy of the Certificate of Registration with the Ministry of Finance as a Financial Institution (for financial institutions).

#### **3. Cost of Bidding**

3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

### **B. Bidding Documents**

#### **4. Contents of Bidding Documents**

4.1 The set of bidding documents comprises the documents listed below:

##### **Invitation for Bid**

<b>Section I</b>	<b>Instructions to Bidders (ITB)</b>
<b>Section IV</b>	<b>Conditions of Contract (CC)</b>
<b>Section II</b>	<b>Bidding Data Sheet (BDS)</b>
<b>Section V</b>	<b>Contract Data (CD)</b>
<b>Section VI</b>	<b>Employer's Requirements and Priced Activity Schedule</b>
<b>Section III</b>	<b>Forms of Bid and Qualification Information</b>
<b>Section VII</b>	<b>Forms of Securities</b>

## **5. Clarification of Bidding Documents**

5.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to bid.

## **C. Preparation of Bids**

### **6. Language of Bid**

6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in Sinhala or English Language.

### **7. Documents Comprising the Bid**

7.1 The Bidder shall submit the Bid along with the Schedules, Bid Security in the same envelope.

7.2 (a) be addressed to the Employer at the address provided in the Bidding Data;

7.3 (b) bear the name and identification number of the Contract as defined in Bidding Data;

### **8. Bid Prices**

8.1 The Contract shall be for the Services, as described in the Employer's Requirements, Section VI, based on the priced Activity Schedule submitted by the Bidder.

8.2 The Bidder shall fill in rates and prices for all items of the Services described in the Employer's Requirements, Section VI and listed in the Priced Activity Schedule. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Priced Activity Schedule.

8.3 All duties, taxes, and other levies payable by the Service Provider under the Contract , or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder. However VAT shall be included separately.

### **09. Currency of Bid and Payment**

09.1 The lump sum price shall be quoted by the Bidder shall be in Sri Lanka Rupees.

### **10. Bid Validity**

10.1 Bids shall remain valid for the period specified in the Bidding Data.

10.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 11 in all respects.

### **11. Bid Security**

11.1 If indicated in the Bidding Data, the Bidder shall furnish, as part of the Bid, a Bid Security, in the amount specified in the Bidding Data and valid till the date specified in the Bidding Data.

11.2 If a Bid Security is requested under sub-clause 11.1 above, any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.

11.3 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 11.1.

11.4 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

11.5 The Bid Security may be forfeited:

- (a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) If the Bidder does not accept the correction of the Bid price, pursuant to Clause 21; or
- (c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
  - (i) Sign the Contract; or
  - (ii) Furnish the required Performance Security.

## **12. Format and Signing of Bid**

12.1 The Bidder shall prepare one original of the documents comprising the Bids described in Clause 7 of these Instructions to Bidders.

12.2 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

12.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

12.4 The form of bid should be duly completed and incomplete form of bids will be rejected.

## **D. Submission of Bids**

### **13. Sealing and Marking of Bids**

13.1 The outer envelope prepared in accordance with clause 7 shall:

- (a) Be addressed to the Hirer at the address provided in the Bidding Data;
- (b) Bear the name and identification number of the Contract as defined in the Bidding Data; and
- (d) Provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.

13.2 In addition to the identification required in Sub-Clause 13.1, the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.

13.3 If the envelope is not sealed and marked as above, the hirer will assume no responsibility for the misplacement or premature opening of the Bid.

### **14. Deadline for Submission of Bids**

14.1 Bids shall be delivered to the Hirer at the address specified above no later than the time and date specified in the Bidding Data.

14.2 hirer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Parties previously subject to the original deadline will then be subject to the new deadline.

### **15. Late Bids**

15.1 Any Bid received by the Hirer after the deadline prescribed in Clause 14 will be returned unopened to the Bidder.

## **E. Bid Opening and Evaluation**

### **16. Bid Opening**

16.1 The Hirer will open all the bids, in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the Invitation to Bid. The Bidders' representatives who are present shall confirm their attendance by signing the attendance sheet.

16.2 The Bidders' names, the presence (or absence) of Bid security, the presence (or absence) of the Financial Bid and any such other details as the hirer may consider appropriate, will be announced by the Hirer at the opening.

### **17. Clarification of Bids**

17.1 To assist in the examination, evaluation, and comparison of bids, the hirer may, at the hirer's discretion, request any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Priced Activity Schedule, and other information that the hirer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetical errors discovered by the hirer in the evaluation of the bids in accordance with Clause 21.

### **18. Examination of Bids and Determination of Responsiveness**

18.1 Prior to the detailed evaluation of bids, using the information provided by the bidder, the hirer will determine whether each Bid (a) is accompanied by the required securities; and (b) is substantially responsive to the requirements of the bidding documents.

18.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and hirer's Requirements of the bidding documents, without material deviation or reservation. A material deviation or Reservation is one,

- (a) Which affects in any substantial way the scope, quality, or performance of the Services;
- (b) Which limits in any substantial way, inconsistent with the bidding documents, the hirer's rights or the Bidder's obligations under the Contract; or
- (a) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

18.3 If a Bid is not substantially responsive, it will be rejected by the hirer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

### **19 Evaluations of Qualification and Experience**

19.1 The hirer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 18.

19.2 A detailed evaluation of substantial responsive Bids shall be carried out and the evaluation of qualifications and experience will be completed prior to any financial bid evaluation. The hirer evaluates the Qualification and Experience on the basis of their responsiveness to the Employer's Requirements, applying the evaluation criteria, and point system specified in Sub-Clause 19.3.

19.3 During the evaluation of qualification and experience, the hirer will determine whether the Bidders are qualified and set forth in the Bidding Document. In order to reach such a determination, the hirer will examine the information supplied by the Bidders, and other requirements in the Bidding Document, taking into account the factors and point system out lined in the Bidding Data.:

19.4 Each substantial responsive bid will be given a score as described under sub-clause 19.3. A Bid shall be rejected if it does not respond to important aspects of the Employer's Requirements.

## **20 Evaluation of Financial Bid**

20.1 The Financial Bid shall be announced publicly in the presence of the Bidders' representatives who choose to attend. The name of the bidder, the Bid prices together with any discounts offered shall be read aloud and recorded.

20.2 Before evaluating the Financial Bid, the Employer will determine whether the Bid is signed properly. If the Bid is not signed properly it will be rejected.

20.3 In evaluating the Financial Bid, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows:

- a) Correcting the arithmetical errors in-pursuant to Clause 21.
- b) Making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers.
- c) Applying any discounts offered by the Bidder.

20.4 The hirer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be taken into account in Bid evaluation.

## **21. Correction of Errors**

21.1 Bids determined to be substantially responsive will be checked by the hirer for any arithmetic errors. Arithmetical errors will be rectified by the hirer on the following basis: if there is a discrepancy between unit prices 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; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

21.2 The amount stated in the Bid will be adjusted by the hirer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub- Clause 11.5.

## **F. Award of Contract**

### **22. Award Criteria**

22.1 Subject to Clause 23, the hirer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price.

### **23. Employer's Right to accept any Bid and to reject any or all Bids**

23.1 Notwithstanding Clause 22, the hirer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the hirer's action.

### **24. Notification of Award and Signing of Agreement**

24.1 The Bidder whose Bid has been accepted will be notified in writing, of the award by the hirer prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the hirer will pay the Service Provider in consideration of the



Services provided by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

24.2 The notification of award will constitute the formation of the Contract.

24.3 The Contract, in the form provided in the bidding documents including an agreement (Special Conditions of Contract) further to be signed in future, will incorporate all agreements between the hirer and the successful Bidder.

## **25. Performance Security**

25.1 If requested in the Bidding Data, within 14 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the hirer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) stipulated in the Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

## **Section IV. Conditions of Contract (CC)**

### **1. General Provisions**

#### **1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings.

(a) "Priced Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider/ the owner forming part of his Bid;

(b) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer/ hirer

(c) "Contract" means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 5.2;

(e) "Employer / Hirer" means the one who rents property from another or a party who employs the service provider.

(f) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;

(g) "Service Provider / owner" means one who rents property to another and is a person or corporate body whose Bid to provide the Services has been accepted by the Employer / hirer;

(h) "Service Provider's / the owner's Bid" means the completed bidding document submitted by the lessor to the lessee

(i) "Employer's Requirements" means the Employer's / The Owner's / Hirer's Requirements of the service included in the bidding document submitted by the lessor to the lessee

(j) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in the Employer's Requirements in Section VI and in the Priced Activity Schedule included in the Service Provider's Bid.

#### **1.2 Applicable Law**

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

#### **1.3 Language**

This Contract has been executed in English / Sinhala Language

#### **1.4 Notices**

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, to such Party at the address specified in the Contract Data.

#### **1.5 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 Contract Data.

### **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 either parties or such other later date as may be stated in the Contract Data.

#### **2.2 Date of Commencement**

The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date as may be specified in the Contract Data.

### **2.3 Intended Completion Date**

Unless terminated earlier pursuant to Clause 2.5, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the Contract Data. 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 3.4. In this case, the Completion Date will be the date of completion of all activities.

### **2.4 Force Majeure**

#### **2.4.1 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.

#### **2.4.2 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.

#### **2.4.3 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.

### **2.5 Termination**

#### **2.5.1 By the Employer / Hirer**

The Employer / Lessee 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 (e) of this Clause 2.5.1 and in the case of the event referred to in (f):

- (a) if the Service Providers do not remedy a failure in the performance of their 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/s are unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (d) if the Service Provider / the owner does not maintain a Performance Security in accordance with Clause 3.5;
- (e) if the Service Provider / the owner has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.4.1 and the Contract Data.;
- (f) if the Employer / hirer, in its sole discretion, decides to terminate this Contract .

#### **2.5.2 By the Service Provider / Owner**

The Service Provider / Lessor 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 Clause 2.5.2:

- (a) if the Employer / hirer fails to pay any monies due to the Service Provider / the owner pursuant to this Contract within sixty (60) 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 Providers / the owner are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **3. Obligations of the Service Provider / Hirer**

#### **3.1 General**

The Service Providers shall perform the Services in accordance with the Employer's Requirements and the Activity Schedule, and carry out their 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 Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers 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 Confidentiality**

The Service Providers, their 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.

#### **3.3 Service Providers' Actions Requiring Employer's / hirer Prior Approval**

The Service Providers 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) Changing the Program of activities; and
- (c) Any other action that may be specified in the Contract Data.

#### **3.4 Liquidated Damages**

##### **3.4.1 Payments of Liquidated Damages**

The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the date of commencement is later than the Intended Date of Commencement. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. 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.

##### **3.4.2 Correction for Overpayment**

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

#### **3.5 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 or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

### **4. Service Provider's Vehicles Provided**

#### **4.1 Removal and/or Replacement of Vehicles**

- (a) Except as the Employer may otherwise agree, no changes shall be made in the vehicles provided. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the

vehicles, the Service Provider shall provide as a replacement a vehicle of equivalent or better conditions with the approval of the hirer.

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

## **5. Payments to the Service Provider**

### **5.1 Lumps-Sum Remuneration**

The Service Provider's / Lessor's rental shall not exceed the Contract Price and shall be a fixed lump-sum including all other costs incurred by the Service Providers / Lessor in carrying out the Services described in Employer's / Lessee's Requirement in section VI.

### **5.2 Contract Price**

The Contract Price is set forth in the Contract Data.

### **5.3 Terms and Conditions of Payment**

Payments will be made to the Service Provider and according to the payment schedule stated in the Contract Data.

## Section II - Bidding Data Sheet (BDS)

(1.1) The Employer / or Hirer is **National Aquaculture Development Authority of Sri Lanka**

The Name and Identification No of the Contract is

**Hiring of Five Double Cabs  
NQ/DPC/2018/NCB/S/01**

(1.2) The Intended Completion Period is **Eight Months (08 months)**

(2.2) The information required from bidders in Sub-Clause 2.2 is:

- (i) list from 'a', 'b', 'c', 'd', and 'e' as relevant
- (ii) list any additions to the list in Sub-Clause 2.2; otherwise list "none"].

(7.2) The address for submission of Bids is:

**National Aquaculture Development Authority of Sri Lanka  
No. 41/1, New Parliament Road, Pelawatte, Battaramulla.**

(10.1) The period of Bid validity shall be **91 days**.

(11.1) The amount of Bid Security shall be in **Cash – Rs. 70,000.00 or Bank Security – Rs. 140,000.00**

**The Bid Security shall be valid for One Hundred and Twenty One Days (121 days).**

(13.2) The bidder's address for the purpose of returning late bids if required is

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

For identification of the bid the envelopes should indicate:

Contract: **Hiring of Five Double Cabs**

Bid / Contract Number: **NQ/DPC/2018/NCB/S/01**

(14.1) The deadline for submission of bids shall be **2.00 p m on 21<sup>st</sup> February 2018**

(16.1) Bids will be opened immediately after closing of bids at the following address,

**National Aquaculture Development Authority of Sri Lanka  
No. 41/1, New Parliament Road, Pelawatte, Battaramulla.**

(19.3) Criteria for Evaluation of Qualification and Experience:

	Criteria	Maximum Points	Minimum Required
a	Experience in similar assignments	50	20
b	Details of fleet of vehicles ( minimum 10 Nos vehicles)	50	40
	<b>Total</b>	<b>100</b>	<b>60</b>

**Experience in similar assignments:**

The determination will take into account the Bidder's involvement in the similar assignments in the recent past.

**Client's Reference:**

The references made by previous clients about the quality of the Services provided by the bidder will be evaluated.

- (25) **The Performance Security acceptable to the Employer shall be an unconditional form of guarantee to an amount equal to 05% of the Contract Price valid for ten months (10 months) from the date of award of the contract.**

## Section V. Contract Data

**Number of CC Clause                      Amendments of, and Supplements to, Clauses in the Conditions of Contract**

- 1.1(c)                      The contract name is **Hiring of Five Double Cabs**
  
- 1.1(e)                      The Employer / Hirer is **National Aquaculture Development Authority of Sri Lanka**
  
- 1.1(h)                      The Service Provider is .....

The addresses are:

Employer: **National Aquaculture Development Authority of Sri Lanka**  
Attention: **Assistant Director (HRD)**  
Tele: **0112 786495**  
Fax: **0112 786493**

Service Provider:.....

Attention:.....

Tele:.....

Fax:.....

- 1.5                      The Authorized Representatives are:  
  
                                    For the Employer:  
  
                                    For the Service Provider:.....
  
- 2.1                      The date on which this Contract shall come into effect is **01<sup>st</sup> April 2018**
  
- 2.2                      The Starting Date for the commencement of Services is **01<sup>st</sup> April 2018**
  
- 2.3                      The Intended Completion Date is **31<sup>st</sup> December 2018**

- 3.4                      The other actions are  
                                    The liquidated damages rate is 0.5 percent of the contract value per day.  
  
                                    The maximum amount of liquidated damages for the whole contract is 05 Percent (%) of Final Contract price.

- 5.4                      Payments shall be made on monthly basis on or before 30<sup>th</sup> day of each and every month in the calendar



## Section VI. Employer's Requirements

No	Description	To be specified by the Bidder	Remarks
02.	<b>Hiring of Five Double Cabs</b>		
	<u>Vehicle supplier / or the owner / Service Provider provide a fully maintained Double Cabs for a eight – months period (08) months on a monthly fixed rental basis fulfilling the following terms and conditions.</u>		
2.1	Brand & Model <b>Please specify</b>		
2.2	Year of Manufacture <b>Please specify</b>		
2.3	Engine Capacity : around 2500cc <b>Please specify</b>		
2.4	Fuel Type – Diesel / Petrol / Hybrid <b>Please specify</b>		
2.5	Transmission Types – Manual / Automatic / Triptronic <b>Please specify</b>		
2.6	Vehicle should be with a mileage less than 200,000 km Usage at the point of Hiring.  Current Mileage Meter Reading - <b>Please specify</b>		
2.7	Vehicle should be Brand New, Unregistered condition or registered after year 2011  <b>Please specify</b>		
2.8	The service provider / owner should possess at least a fleet of 10 nos vehicles.  <b>Please specify</b>		
2.9	The service provider / owner should bear all costs including routine maintenance costs, including expenses on accidental repairs as well as insurance and other related fees.		
2.10	If repairs and maintenance take more than 24 hours, or in a shorter period as per the requirement of the lessee, the lessor is required to provide a replacement vehicle of		

	a similar or better type.		
2.11	The service provider / owner should provide the driver.		
2.12	Minimum running shall be 3,000 Km per month per vehicle.		

**Section VI. Priced Activity Schedule - A**

No	Item / Service Description	Qty	Total No. of months	Fixed Monthly Rental (Rs.)	Total Amount (Rs.)	Remarks
01.	<b>Hiring of Double Cabs - With Fuel</b>	<b>04 Nos.</b>				
	<b>Sub Total for 08 Months</b>					
	<b>Discounts (If any)</b>					
	<b>Total Amount (to the Form of Bid)</b>					
	<b>Taxes Applicable – NBT &amp; VAT</b>					
	<b><u>Grand Total Amount</u></b>					
	<b>Additional Charge for mileage beyond 3,000km-per km (without VAT (Rs.))</b>					

VAT registration number..... (If applicable)

Total amount in words; Sri Lank Rupees.....  
.....

Signature of the Bidder .....

(Common Seal of the Company)

Name & address of the Company- .....

Name & address of the Authorized Officers: .....

Telephone Number - ..... Fax Number - ..... Date: ..... / ..... / 2018

Signature of the Bidder .....

(Common Seal of the Company)

**Section VI. Priced Activity Schedule - B**

No	Item / Service Description	Qty	Total No. of months	Fixed Monthly Rental (Rs.)	Total Amount (Rs.)	Remarks
01.	<b>Hiring of Double Cabs Without Fuel</b>	<b>04 Nos.</b>				
	<b>Sub Total for 08 Months</b>					
	<b>Discounts (If any)</b>					
	<b>Total Amount (to the Form of Bid)</b>					
	<b>Taxes Applicable – NBT &amp; VAT</b>					
	<b><u>Grand Total Amount</u></b>					
	<b>Additional Charge for mileage beyond 3,000km-per km (without VAT (Rs.))</b>					

VAT registration number..... (If applicable)

Total amount in words; Sri Lank Rupees.....

.....

Signature of the Bidder .....

(Common Seal of the Company)

Name & address of the Company- .....

.....

Name & address of the Authorized Officers: .....

.....

.....  
Telephone Number - ..... Fax Number - ..... Date: ...../...../2018

Signature of the Bidder .....

(Common Seal of the Company)

**Section III. Forms of Bid, Qualification Information, Letter of Acceptance, and Contract**

**Form of Bid**

Date:

To: **National Aquaculture Development Authority of Sri Lanka  
No. 41/1, New Parliament Road, Pelawatte, Battaramulla.**

Having examined the bidding documents, we offer to provide the **Double Cabs on Hiring Basis, NQ/DPC/2018/NCB/S/01** in accordance with the Conditions of Contract , Employer’s Requirements, and Priced Activity schedule accompanying this Bid for the Contract Price of .....  
.....[amount in words] or any other sum derived in accordance with the said documents.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity required by the bidding documents and specified in the Bidding Data.

Dated this ..... day of ..... 2018 in the capacity of .....duly authorized to sign tenders for and on behalf of M/s .....

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Bidder:.....

Address:.....

Company Seal: .....

**Section III. Qualification Information**  
**Schedule A – List of Vehicles with at least 10 Nos. of vehicles**

**Total**

**Section III. Schedule B – Qualification and Experience of Service Provider / Lessor for the proposed**

**Experience in Similar Assignments in last three years**

Should response to all the requirements given in the Employer's Requirements

**Section III. Schedule C – Client’s Reference**

ATTACH THE CERTIFICATES GIVEN BY THE CLIENT’S, MAKING REFERENCES ON THE EQUIVALENT SERVICES EXECUTED BY BIDDER

**Section III. Schedule D – Copy of the Certificate of Registration as a Company /Business**

ATTACH THE COPY OF THE CERTIFICATE HERE



**Letter of Acceptance**

[Letter head paper of the Employer]

**Notes on Standard Form of Letter of Acceptance**

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 25 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed.

Date:

To: [name and address of the Service provider]

This is to notify you that your Bid dated ..... for providing services.....for the Contract Price of ....., as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Agency:.....

## Section VII. Security Forms

### Annex A Form: Bid Security (Bank Guarantee)

Whereas, [name of Bidder]..... (hereinafter called "the Bidder") has submitted his Bid dated [date]..... for providing Services for [name of Contract]..... (hereinafter called "the Bid").

Know all people by these presents that We [name of Agency]..... having our registered office at [address]..... (hereinafter called "the Bank") are bound unto [name of Employer] .....(hereinafter called "the Employer") in the sum of [The Bidder should insert the amount of the Guarantee in words and figures] .....  
.....  
for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this [day]..... day of [month]....., [year].....

The conditions of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

or

- (d) does not accept the correction of the Bid Price pursuant to Clause 22,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer's having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date [Usually 28 days after the end of the validity period of the Bid. Days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date

Signature of the Bank

Witness

Seal

[Signature, name, and address]

**Annex B Form: Performance Bank Guarantee (Unconditional)**

To: **National Aquaculture Development Authority of Sri Lanka**

Whereas [name and address of Service Provider] .....  
(hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. ....[Number]  
.....dated [date] .....to execute [name of Contract and brief description  
of Services].....  
..... (Hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract ;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of [amount of Guarantee] [amount in words].....

....., such sum being payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee]..... as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor.....

Name of Bank.....

Address.....

Date.....

