



**GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**

**MINISTRY OF TRANSPORT, HIGHWAYS, PORTS & CIVIL AVIATION**

**PROCUREMENT OF 100 NOS. COMFORTABLE LOW FLOOR BUSES FOR  
PASSENGER TRANSPORTATION IN THE URBAN AREAS**

**PROCUREMENT NO: MT/04/09/05/CT/569**

Issued to: .....

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Date

.....

Signature of issuing officer

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## **Invitation for Bids (IFB)**

### **Ministry of Transport, Highways, Ports & Civil Aviation**

#### **PROCUREMENT OF 100 NOS. COMFORTABLE LOW FLOOR BUSES FOR PASSENGER TRANSPORTATION IN THE URBAN AREAS**

##### **Procurement No: MT/04/09/05/CT/569**

1. The Chairman, High Level Procurement Committee, Ministry of Transport, Highways, Ports and Civil Aviation, 07<sup>th</sup> floor, Sethsiripaya Stage II, Battaramulla, Sri Lanka, will receive sealed bids from Eligible Bidders for the Procurement Of 100 Nos. Comfortable Low Floor Buses (Bus Type 1 – 60 buses, Bus Type 2 – 40 buses) for Passenger Transportation in the Urban Areas, up to 17.10.2025 at 2.00 p.m. under International Competitive Bidding Procedure.
2. (i) An eligible bidder can be a Single bidder, a JV, or a Consortium (of 03 members max.) led by a lead member as described below:
  - a. A Single bidder can either be a Local Agent of a Bus Manufacturer or a Bus Manufacturer with a local agent, or a Supplier with authorization from a Bus Manufacturer with a local agent for the offered buses.
  - b. A JV or a Consortium can either have a local agent of a Bus manufacturer or a Bus Manufacturer with a local agent as a member or can have authorization from a Bus Manufacturer with a local agent for the offered buses.
- (ii) The Bidder, either as a Single bidder or as a JV or a Consortium, if he is not the Bus Manufacturer, shall have at least 05 years of experience with project financing, to be supported with previous experience records. If the bidder has participated as a partner of a Joint Venture in a project, the percentage of the bidder's contribution shall be more than 20% of the entire project to claim experience.
- (iii) The Manufacturer of the buses intended to be offered, (a) as the Single bidder or (b) as a member of a JV or a Consortium or (c) as the supplier to a Single bidder or a JV or a Consortium, shall have (i) at least 15 years' experience in bus manufacturing (ii) manufactured 750 buses of the offered type per year at least during 03 years out of last 05 years,, (iii) exported/sold more than 50 buses to each of at least 05 countries per year including the Manufacturer's country (iv) have international quality certifications such as ISO 9001, ISO 22139, ISO 3834 and ISO 26262
- (iv) The Manufacturer of the buses intended to be offered by the proponent shall have a registered Local Agent with workshop facilities, adequate, qualified & trained staff, and at least 05 years of experience in bus repair and maintenance to attend to warranty obligations during the warranty period. Also adequate quantity of spares and the services of a Resident Engineer of the Manufacturer shall be available with the Local Agent during the warranty period.
- (v) The Bidder shall have a positive Net Assets with Asset to liability ratio of less than 60% and positive operating profit at least during 03 years out of the last 05 years, and the Average Working Capital of the bidder shall exceed USD 9 Mn or SLR 3000 Mn at

least during 02 years out of the last 05 years. The Bidder's Average Annual Turnover shall be more than USD 18 Mn or SLR 6000 Mn annually at least during 03 years out of the last 05 years.

If the Bidder is a JV or a Consortium, it shall have a positive Net Assets with Assets liability ratio of less than 60% and positive operating profit at least during 03 years out of last 05 years, the Average Working Capital shall exceed USD 9 Mn or SLR 3000 Mn at least during 02 years out of last 05 years & Annual Turnover of shall be more than USD 18 Mn or SLR 6000 Mn annually at least during 03 years out of last 05 years for JV/Consortium partners taken together.

- (vi) Documentary evidence on all the above shall be submitted to establish that the bidder is eligible. Bids submitted by bidders who fail to establish their eligibility shall not be considered.
3. A pre-bid meeting will be held at the Auditorium, Ministry of Transport, Highways, Ports and Civil Aviation (Transport Section), 07<sup>th</sup> floor, Sethsiripaya Stage II, Battaramulla on 19.09.2025 at 10.00 a.m.
  4. Bids shall be valid up to 20.04.2026.
  5. Bids must be accompanied by a Bid Security as per the format included in section IV (Bidding forms) and the amount shown in the below table, irrevocable & unconditionally encashable upon the first written request by the Ministry of Transport, Highways, Ports and Civil Aviation. Bid security should be issued by a registered commercial bank approved by the Central Bank of Sri Lanka or foreign bank recognized by central bank of Sri Lanka. Any Bid not accompanied by a valid Bid Security will be rejected.

The amount of the Bid Security shall be as follows,

Type	Bid security in LKR
Bus type 1	40. Mn
Bus type 2	27. Mn
Bus type 1 & Bus type 2	67. Mn

The validity period of the Bid Security shall be until 20.06.2026

6. Every bidder or any person who acts as an agent or sub agent, representative or nominee for or on behalf of any bidder shall register himself before submission of bids with the Registrar of Public Contracts, Sri Lanka, as required by the Public Contract Act Number 03 of 1987. The Original Certificate of registration shall be submitted with the bid. The bids of those bidders who failed to submit such an Original Certificate shall be rejected.
7. All pages of the Bid Documents shall be initialed by the bidder and his seal affixed.
8. Bids will be closed on 17.10.2025 at 2.00 p.m, Sealed bids should be hand delivered to:

The Chairman,  
High Level Procurement Committee,  
Ministry of Transport, Highways, Ports and Civil Aviation  
07<sup>th</sup> floor, Sethsiripaya Stage II,  
Battaramulla.

The sealed cover, containing the ‘Original’ and the ‘Copy’ of the Bid in two separate envelopes, should be marked “**PROCUREMENT OF 100 NOS. COMFORTABLE LOW FLOOR BUSES FOR PASSENGER TRANSPORTATION IN THE URBAN AREAS**” at the top of left-hand corner of the envelope.

9. Bids will be opened immediately after the closing of the Bid at the Transport section of the Ministry of Transport, Highways, Ports, and Civil Aviation, 07th floor, Sethsiripaya Stage II, Battaramulla. Bidders or their authorized representatives are requested to be present at the opening of the bids

10. To obtain further information, eligible bidders should contact:

Director General (Technical)  
Technical Division  
Ministry of Transport, Highways, Ports and Civil Aviation,  
07<sup>th</sup> floor, Sethsiripaya Stage II,  
Battaramulla.  
Telephone: 0112-187206      Email: dg.tech@transport.gov.lk

11. To inspect and purchase the bidding documents in (English), eligible bidders should contact through following numbers and anyone can inspect the bidding documents through the ministry’s website. ([www.transport.gov.lk](http://www.transport.gov.lk))

Procurement Division  
Ministry of Transport, Highways, Ports and Civil Aviation,  
07<sup>th</sup> floor, Sethsiripaya Stage II,  
Battaramulla.  
Tel/Fax: 0112-187213

- (i) The relevant bidding document can be purchased by paying a non-refundable deposit of 200,000 LKR valid in Sri Lanka to an official bank account of the **Ministry of Transport, Highways, Ports and Civil Aviation, Bank of Ceylon, Battaramulla branch, Account number 7042656**, and handing over the bank slip or direct transfer slip to the above-mentioned address.
- (ii) Bidding Documents will be issued during normal working days from 09.00 hrs to 15.00 hrs. at the address under para. 11 above, from 04.09.2025 to 16.10.2025.

## Section I. Instructions to Bidders (ITB)

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

### General

1. **Scope of Bid**
  - 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are **specified in the BDS**. The name, identification, and number of lots (Individual contracts), if any, **are provided in the BDS**.
  - 1.2 Throughout these Bidding Documents:
    - (a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
    - (b) if the context so requires, “singular” means “plural” and vice versa; and
    - (c) “day” means calendar day.
2. **Source of Funds**
  - 2.1 Payments under this contract will be financed by the source **specified in the BDS**.
3. **Ethics, Fraud And corruption**
  - 3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:
    - Parties associated with Procurement Actions, namely, suppliers/contractors and officials, shall ensure that they maintain strict confidentiality throughout the process;
    - Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducements shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
  - 3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
    - (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the

procurement process or in contract execution;

(b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and

(d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

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

**4. Eligible Bidders** 4.1 All bidders shall possess legal rights to supply the Goods under this contract.

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

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these bidding Documents; or

(b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, [www.npa.gov.lk](http://www.npa.gov.lk).

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.
- 5.2 Goods shall be delivered as **specified in the BDS**

#### **Contents of Bidding Documents**

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

##### **Volume 1**

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

##### **Volume 2**

- Section II. Bidding Data Sheet (BDS)
  - Section III. Evaluation and Qualification Criteria
  - Section IV. Bidding Forms
  - Section V. Schedule of Requirements
  - Section VII. Special Conditions of Contract
  - Invitation For Bid
- 6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

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

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

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.

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

#### **Preparation of Bids**

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

**10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in the 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 Supplier:

(a) on components and raw materials 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 Purchaser.
- 18. Documents Establishing the Qualifications of the Bidder** 18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;

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

**19. Period of Validity of Bids**

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

**20. Bid Security**

- 20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.
- 20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lankan Rupees, and shall:
  - (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
  - (b) be issued by an institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, [www.npa.gov.lk](http://www.npa.gov.lk).
  - (c) be substantially in accordance with the form included in Section IV, Bidding Forms;
  - (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;
  - (e) be submitted in its original form; copies will not be accepted;
  - (f) remain valid for the period specified in the BDS.

- 20.3 Any bid not accompanied by 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 Purchaser as non-responsive.
- 20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.
- 20.5 The Bid Security may be forfeited or the Bid Security 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:
    - (i) sign the Contract in accordance with ITB Clause 42;
    - (ii) furnish a Performance Security in accordance with ITB Clause 43.

**21. Format and Signing of Bid**

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

**Submission and Opening of Bids**

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

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

22.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
- (c) bear the specific identification of this bidding process as indicated in the BDS; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 261.

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

**23. Deadline for Submission of Bids**

23.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS.**

23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**24. Late Bids**

24.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

**25. Withdrawal, and Modification of Bids**

25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "MODIFICATION;" and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

- 25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1
- 25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

## **26. Bid Opening**

- 26.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS.**
- 26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked “M ODIFICATION” 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 t h e Bid opening shall be considered further.
- 26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 24.1.
- 26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum, the name of the Bidder and whether there is a withdrawal or modification, the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders’ representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

## **Evaluation and Comparison of Bids**

- 27. Confidentiality** 27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award: it should do so in writing.
- 28. Clarification of Bids** 28.1 To assist in the examination, evaluation, comparison, and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.
- 29. Responsiveness of Bids** 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

**30. Nonconformities  
Errors, and Omissions**

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

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

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

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

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case, the amount in figures shall prevail subject to (a) and (b) above.

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

**31. Preliminary  
Examination of  
Bids**

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

- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub Clause 12.1;
  - (b) Price Schedules, in accordance with ITB Sub-Clause 12;
  - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.
- 32. Examination of Terms and Conditions; Technical Evaluation**
- 32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the **Contract Data** have been accepted by the Bidder without any material deviation or reservation.
- 32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.
- 33. Conversion to Single Currency**
- 34.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid Prices expressed in foreign currencies into Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday, the earliest working day prior to the date shall be applicable.
- 34. Domestic Preference**
- 34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.
- 35. Evaluation of Bids**
- 35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies, and criteria defined in this ITB Clause 35.

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

- (a) the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
- (c) price adjustment due to discounts offered 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 Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids

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

**36. Comparison of Bids**

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

**37. Postqualification of the Bidder**

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

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

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest

evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**38. Purchaser's  
Right to Accept  
Any Bid, and to  
Reject Any or  
All Bids**

38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

**Award of Contract**

**39. Award Criteria**

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

**40. Purchaser's  
Right to Vary  
Quantities at  
Time of Award**

40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

**41. Notification of  
Award**

41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

**42. Signing of  
Contract**

42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.

42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.

**43. Performance  
Security**

43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.

43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is <b>The Ministry of Transport, Highways, Ports, and Civil Aviation</b>
ITB 1.1	The name of the procurement is: <b>“Procurement of 100 nos. Comfortable Low Floor Buses for Passenger Transportation in The Urban Areas”</b>  The identification number of this procurement is: <b>MT/04/09/05/CT/569</b>
ITB 2.1	The source of funding is: Government of Sri Lanka
ITB 4.1	<p>(i) An eligible bidder can be a Single bidder, a JV, or a Consortium (of 03 members max.) led by a lead member as described below:</p> <p style="padding-left: 40px;">(a) A Single bidder can either be a Local Agent of a Bus Manufacturer or a Bus Manufacturer with a local agent or a Supplier with authorization from a Bus Manufacturer with a local agent for the offered buses.</p> <p style="padding-left: 40px;">(b) A JV or a Consortium can either have a local agent of a bus manufacturer or a Bus Manufacturer with a local agent as a member or can have authorization from a Bus Manufacturer with a local agent for the offered buses.</p> <p>(ii) The Bidder, either as a Single bidder or as a JV or a Consortium, if he is not the Bus Manufacturer, shall have at least 05 years of experience with project financing, to be supported with previous experience records. If the bidder has participated as a partner of a Joint Venture in a project, the percentage of the bidder’s contribution shall be more than 20% of the entire project to claim experience.</p> <p>(iii) The Manufacturer of the buses intended to be offered, (a) as the Single bidder or (b) as a member of a JV or a Consortium or (c) as the supplier to a Single bidder or a JV or a Consortium, shall have (i) at least 15 years’ experience in bus manufacturing (ii) manufactured 750 buses of the offered type per year at least during 03 years out of last 05 years,, (iii) exported/sold more than 50 buses to each of at least 05 countries per year including the Manufacturer’s country (iv) have international quality certifications such as ISO 9001, ISO 22139, ISO 3834 and ISO 26262</p>

	<p>(iv) The Manufacturer of the buses intended to be offered by the proponent shall have a Registered Local Agent with workshop facilities, adequate, qualified &amp; trained staff, and at least 05 years of experience in bus repair and maintenance to attend to warranty obligations during the warranty period. Also, adequate quantity of spares and the services of a Resident Engineer of the Manufacturer should be available with the Local Agent during the warranty period.</p> <p>(v) The Bidder shall have a positive Net Assets with Asset to liability ratio of less than 60% and positive operating profit at least during 03 years out of last 05 years, and the Average Working Capital of the bidder shall exceed USD 9 Mn or SLR 3000 Mn at least during 02 years out of last 05 years. The Bidder's Average Annual Turnover shall be more than USD 18 Mn or SLR 6000 Mn annually at least during 03 years out of the last 05 years.</p> <p>If the Bidder is a JV or a Consortium, it shall have a positive Net Assets with Asset liability ratio of less than 60% and positive operating profit at least during 03 years out of last 05 years, the Average Working Capital shall exceed USD 9 Mn or SLR 3000 Mn at least during 02 years out of last 05 years &amp; Average Annual Turnover of shall be more than 18 Mn or SLR 6000 Mn annually at least during 03 years out of last 05 years for JV/Consortium partners taken together. Documentary evidence on all the above shall be submitted to establish that the bidder is eligible. Bids submitted by bidders who fail to establish their eligibility shall not be considered.</p> <p>(vi) Every bidder or any person who acts as an agent or sub agent, representative or nominee for or on behalf of any bidder shall register himself before submission of bids with the Registrar of Public Contracts, Sri Lanka as required by the Public Contract Act Number 03 of 1987. The Original Certificate of registration shall be submitted with the bid. The bids of those bidders who failed to submit such an Original Certificate shall be rejected.</p> <p>(vii) The successful bidder shall provide the relevant particulars required by the Public Contract Act No. 03 of 1987 to the Registrar of Public Contracts upon the award of the procurement.</p>
<b>ITB 4.4</b>	Foreign bidders are allowed to participate in bidding.
<b>ITB 5.2</b>	Buses to be supplied, shall be carried on a vessel of Ceylon Shipping Corporation Ltd (CSCL) or a vessel nominated by CSCL under CSCL Bill of Lading on Freight payable at destination basis as per Public Finance Circular No.415 dated 06.05.2005 and delivered to the site/s within 25 km from the Ministry of Transport, Highways, Ports and Civil Aviation, 07th floor, Sethsiripaya Stage II, Battaramulla, Sri Lanka within four (04) Months of contract award.

<b>B. Contents of Bidding Documents</b>	
<b>ITB 7.1</b>	<p>For <b><u>Clarification of bid purposes</u></b> only, the Purchaser's address is:</p> <p>Director General (Technical)  Technical Division  Ministry of Transport, Highways, Ports and Civil Aviation,  07th floor, Sethsiripaya Stage II,  Battaramulla.</p> <p>Telephone: 0112-187206</p> <p>Email: dg.tech@transport.gov.lk</p> <p>Pre-bid meeting will be held at 19.09.2025 on 10.00 a.m at the Ministry of Transport, Highways, Ports and Civil Aviation, 07th floor, Sethsiripaya Stage II, Battaramulla.</p>
<b>C. Preparation of Bids</b>	
<b>ITB 11.1(e)</b>	<p>The Bidder shall submit the following additional documents:</p> <ul style="list-style-type: none"> <li>- All pages signed &amp; stamped the bid document</li> <li>- Certificate of Business Registration of the bidder</li> <li>- Certificates of Registration issued by the Registrar of Contracts in terms of the Public Contract Act Number 03 of 1987</li> <li>- Documentary evidence of Bidder's experience (Min. 05 years) in project financing, if he is not the Manufacturer of the offered buses</li> <li>- Documentary evidence of <ul style="list-style-type: none"> <li>• Bus Manufacturer's experience (Min. 15 years)</li> <li>• that the Bus Manufacturer has manufactured 750 buses of the offered type per year at least during 03 years out of the last 05 years</li> <li>• that the Bus Manufacturer has exported/sold more than 50 buses to each of at least 05 countries per year, including the Manufacturer's country</li> <li>• that the Bus Manufacturer has international quality certifications such as ISO 9001, ISO 22139, ISO 3834, and ISO 26262</li> </ul> </li> <li>- Certificate of Business Registration of Accredited Local Agent of Bus Manufacturer</li> <li>- Documentary evidence of Accredited Local Agent's experience in vehicle maintenance (Min. 05 years)</li> <li>- Details of Workshop facilities and spare parts available with the Accredited Local Agent</li> <li>- Documentary evidence for</li> </ul>

	<ul style="list-style-type: none"> <li>• the positive net asset with an Asset liability ratio of less than 60% and positive operating profit for at least 03 years out of the last 05 years</li> <li>• the Average Working Capital of the bidder at least during 02 years out of the last 05 years shall exceed USD 9 Mn or SLR 3000 Mn.</li> <li>• the average annual turnover shall be more than USD 18 Mn or SLR 6000 Mn. Annually, at least during 03 years out of last 05 years.</li> </ul> <ul style="list-style-type: none"> <li>- Copy of JV/Consortium Agreement</li> <li>- Power of Attorney for the Authorized Signatory (from the Single bidder, JV or Consortium)</li> <li>- Warranty certificate from the Bus Manufacturer</li> <li>- Certificate on the availability of spare parts for 10 years from the Bus Manufacturer</li> <li>- Certificate on availability of after sales services from the Bus Manufacturer</li> <li>- Operation manual, Technical manual, Maintenance manual, Spare parts Catalogue in CD format</li> <li>- 10 customer feedback with contact details from suppliers in the last 5 years.</li> </ul> <p>The above documents are in addition to the following documents mentioned in ITB 11.1(a), (b), (c), and (d):</p> <ul style="list-style-type: none"> <li>- Bid Submission Form</li> <li>- Price Schedule</li> <li>- Bid Security</li> <li>- Manufacturer’s Authorization as per ITB 18.1 (a)</li> </ul>						
<b>ITB 14.3</b>	<p>The bidders may quote following minimum quantities:</p> <table border="1" data-bbox="505 1243 1167 1419"> <thead> <tr> <th data-bbox="505 1243 938 1276"><b>Bus Type</b></th> <th data-bbox="938 1243 1167 1276"><b>Quantity</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="505 1276 938 1348">30-32 Seats for Regular Stop Services (Bus Type 1)</td> <td data-bbox="938 1276 1167 1348">60</td> </tr> <tr> <td data-bbox="505 1348 938 1419">40-42 Seats for Limited Stop Services (Bus Type 2)</td> <td data-bbox="938 1348 1167 1419">40</td> </tr> </tbody> </table>	<b>Bus Type</b>	<b>Quantity</b>	30-32 Seats for Regular Stop Services (Bus Type 1)	60	40-42 Seats for Limited Stop Services (Bus Type 2)	40
<b>Bus Type</b>	<b>Quantity</b>						
30-32 Seats for Regular Stop Services (Bus Type 1)	60						
40-42 Seats for Limited Stop Services (Bus Type 2)	40						
<b>ITB 15.1</b>	The bidder shall quote in Sri Lankan Rupees, and payments shall be in Sri Lankan Rupees.						
<b>ITB 17.3</b>	The bidder shall certify the availability of spare parts for 10 years from the delivery date for the offered buses.						
<b>ITB 18.1 (b)</b>	After sales service is required						
<b>TB 19.1</b>	The bid shall be valid until 20.04.2026						
<b>ITB 20.1</b>	Bid shall include a Bid Security (issued by bank or surety) included in Section IV Bidding Forms;						

<b>ITB 20.2</b>	<p>The amount of the Bid Security shall be as follows,</p> <table border="1" data-bbox="508 247 1167 394"> <thead> <tr> <th>Type</th> <th>Bid security in LKR</th> </tr> </thead> <tbody> <tr> <td>Bus type 1</td> <td>40. Mn</td> </tr> <tr> <td>Bus type 2</td> <td>27. Mn</td> </tr> <tr> <td>Bus type 1 &amp; Bus type 2</td> <td>67. Mn</td> </tr> </tbody> </table> <p>The validity period of the Bid Security shall be until 20.06.2026  <b>Non collusion affidavit form should be submitted by the bidder (Form included in section IV)</b></p>	Type	Bid security in LKR	Bus type 1	40. Mn	Bus type 2	27. Mn	Bus type 1 & Bus type 2	67. Mn
Type	Bid security in LKR								
Bus type 1	40. Mn								
Bus type 2	27. Mn								
Bus type 1 & Bus type 2	67. Mn								
	<b>D. Submission and Opening of Bids</b>								
<b>ITB 22.2 (c)</b>	<p>The inner and outer envelopes shall bear the following identification marks as “<b>Procurement of 100 nos. Comfortable Low Floor Buses for Passenger Transportation in The Urban Areas</b>”</p> <p>The bidder shall quote for either Bus type 1 or Bus type 2 or both (in one envelope)</p>								
<b>ITB 23.1</b>	<p>For bid submission purposes, the Purchaser’s address is:</p> <p style="text-align: center;">Chairman,  High Level Procurement Committee,  Ministry of Transport, Highways, Ports and Civil Aviation  07<sup>th</sup> floor, Sethsiripaya Stage II,  Battaramulla.</p> <p>The deadline for the submission of bids is:</p> <p style="text-align: center;">Date: 17.10.2025    Time: 2.00 p.m</p>								
<b>ITB 26.1</b>	<p>The bid opening shall take place at:</p> <p style="text-align: center;">Procurement Division,  Ministry of Transport, Highways, Ports and Civil Aviation,  7<sup>th</sup> floor, Sethsiripaya Stage II,  Battaramulla.</p> <p>Date : 17.10.2025        Time : 2.00 p.m</p>								
	<b>E. Evaluation and Comparison of Bids</b>								
<b>ITB 34.1</b>	Domestic preference shall not be a bid evaluation factor.								

<b>ITB 35.3(d)</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria<sup>21</sup>:</p> <p>(a) Deviation in Delivery schedule : No</p> <p>(b) Deviation in payment schedule : No</p> <p>(c) the cost of major replacement components, mandatory spare parts, and service : No</p> <p>(d) Other specific criteria: The availability of spare parts and after sales services in the Purchaser’s Country for the equipment offered in the bid: Yes</p> <p>Periodical services and repair services shall be carried out at the workshop</p>
<b>ITB 35.4</b>	<p>Evaluation of received bids will be carried out in 03 stages</p> <p><b>Stage 01- Preliminary evaluation:</b></p> <p>The purchaser shall examine whether all required documents [those mentioned in ITB Clause 11.1(a), (b), (c), (d) &amp; (e)] have been provided by bidders</p> <p><b>Stage 02- Evaluation for compliance to Terms &amp; Conditions of the bid and Technical specifications:</b></p> <p>Bidders who have qualified for further evaluation after Preliminary evaluation shall be evaluated for compliance to Terms &amp; Conditions of the bid and Technical specifications.</p> <p>The purchaser shall examine whether bidders comply with Terms &amp; Conditions of the bid and Technical specifications</p> <p><b>Stage 03- Price and other relevant factors evaluation</b></p> <p>Bids that have been found to be substantially responsive after evaluation stages 01 &amp; 02 would be evaluated on price and other relevant factors to determine the lowest evaluated bid</p>
<b>ITB 35.5</b>	<p>Bidders shall quote for all the items in the price schedule.</p>
<b>ITB 41</b>	<p>The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, the Standstill Period shall not apply.</p> <p>The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall be issued according to the procurement guideline</p>

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

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

**[The Purchaser shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]**

#### **Contents**

1. Evaluation Criteria (ITB 35.3 {d})
2. Evaluation Criteria (ITB 35.4)
3. Multiple Contracts (ITB 35.5)
4. Domestic Preference (ITB 34.1)
5. Post qualification Requirements (ITB 37.2)

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

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14, one or more of the following factors as specified in ITB Sub-Clause 35.3(d) and in BDS referring to ITB 35.3(d), using the following criteria and methodologies.

- (a) Delivery schedule – Not applicable

### Option 1

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section V, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 35.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section V, Delivery Schedule.

### Option 2

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

### Option 3

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

- (b) Deviation in payment schedule. [insert one of the following] – Not applicable

(i) *Bidders shall state their bid price for the payment schedule outlined in the Special Conditions of Contract. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced bid price offered by the*

*Bidder selected on the basis of the base price for the payment schedule outlined in the Special Conditions of Contract.*

**or**

(ii) *The Special Conditions of Contract stipulates the payment schedule specified by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in the Contract Data, at the rate per annum specified in BDS Sub-Clause 35.3 (d).*

(c) Cost of major replacement components, mandatory spare parts, and service.  
*[insert one of the following]- Not applicable*

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

**or**

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

(d) Specific additional criteria

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

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

Evaluation of received bids will be carried out in 03 stages.

Stage 01- Preliminary evaluation:

The purchaser shall examine whether all required documents [those mentioned in ITB Clause 11.1(a), (b), (c), (d) & (e)] have been provided by bidders

Stage 02- Evaluation for compliance to Terms & Conditions of the bid and Technical specifications:

Bidders who have qualified for further evaluation after Preliminary evaluation shall be evaluated for compliance to Terms & Conditions of the bid and Technical specifications.

The purchaser shall examine whether bidders comply with Terms & Conditions of the bid and Technical specifications

### Stage 03- Price and other relevant factors evaluation

Bids that have been found to be substantially responsive after evaluation stages 01 & 02 would be evaluated on price and other relevant factors to determine the lowest evaluated bid

### **3. Multiple Contracts (ITB 35.5) – Not Applicable**

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

The Purchaser shall:

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

### **3. Post qualification Requirements (ITB 37.2) – Not Applicable**

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 36.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

- (a) Financial Capability  
The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):
- (b) Experience and Technical Capacity  
The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):
- (c) The Bidder shall furnish documentary evidence to demonstrate that the Goods It offers meets the following usage requirement:

### **4. Domestic Preference (ITB 34.1) – Not applicable**

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in Sri Lanka for the purpose of bid comparison, in accordance with The procedures outlined in subsequent paragraphs.

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

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

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

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

## Section IV. Bidding Forms

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### **Bid Submission Form**

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

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

To: **The Ministry of Transport, Highways, Ports, and Civil Aviation**

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 Following Goods and Related Services

<b>Bus Type</b>	<b>Quantity</b>
30-32 Seats for Regular Stop Services (Bus Type 1)	60
40-42 Seats for Limited Stop Services (Bus Type 2)	40

- (c) The total price of our Bid without VAT, including any discounts offered, is: *[insert the total bid price in words and figures]*;
- (d) The total price of our Bid including VAT and any discounts offered, is: *[insert the total bid price in words and figures]*;
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;
- (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.
- (l) 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]*

## **Price Schedule**

*[The Bidder shall fill in these Price Schedule in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

**PRICE SCHEDULE**

**Bid for the Procurement of 100 nos. Comfortable Low Floor Buses for Passenger Transportation in The Urban Areas**

1. Name of the Bidder.....
  
2. Name of the Local Agent: .....
  
3. Address: .....  
.....
  
4. Name of the Manufacturer: .....  
[If different from (1) above]
  
5. Country of Origin: .....
  
6. Make/Model: .....
  
7. Year of manufacture: .....
  
8. Delivery within: .....
  
9. Total Price without VAT: Rs. ....  
(in words) Rs.....  
.....

**Breakdown of prices for procurement of 100 nos. Comfortable Low Floor Buses for Passenger Transportation in the Urban Areas**

1	2	3	4	5	6	7	8	9	10
<b>Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)</b>									
Line Item No.	Description of Goods or related services	Qty and unit	Unit price(inclusive of duties, sales, and other taxes) Excluding VAT	Price per line item (col.3*4)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 4	Discounted Total Price (if any) excluding VAT	Total Price Excluding VAT (Col 5+6)	VAT	Total Price Including VAT (Col 7 or 8+9)
1	30-32 Seats for Regular Stop Services (Bus Type 1)	60							
2	40-42 Seats for Limited Stop Services (Bus Type 2)	40							
<b>Sub Total</b>									

We agree to abide by the Bid conditions of the Ministry of Transport, Highways, Ports, and Civil Aviation.

Signed: .....

In the capacity of .....

Name: .....

Duly authorized to sign on behalf of: .....

Date: .....

Company Seal

### **Bid Guarantee**

*[Note: the purchaser is required to fill the information marked as "\*" and delete this note prior to selling of the bidding document]*

*[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: ----- *[name and address of Purchaser]*

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

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

We have been informed that ----- *[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated ----- *[insert (by issuing agency) date]* (hereinafter called "the Bid") for the supply of *[insert name of Supplier]* under Invitation for Bids No. ----- *[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 Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

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

## **Bid-Securing Declaration**

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

*[The Bidder shall fill in this form in accordance with the instructions indicated in brackets]*

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

\*Name of contract -- *[insert name]*

\*Contract Identification N<sup>o</sup>: -----*[insert number]*

\*Invitation for Bid No.: ----- *[insert number]*

\*To: ----- *[insert the name of the Purchaser]*

We, the undersigned, declare that:

1. We understand that, according to instructions to bidders (hereinafter “the ITB”), bids must be supported by a bid-securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have being invited by any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Agency of Sri Lanka, for the period of time of *three years starting on the latest date set for closing of bids of this bid*, if we:
  - (a) withdraw our Bid during the period of bid validity period specified; or
  - (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or
  - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing shall expire if we are 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; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed *[insert signature(s) of authorized representative]* In the Capacity of *[insert title]*

Name *[insert printed or typed name]*

Duly authorized to sign the bid for and on behalf of *[insert authorizing entity]*

Dated on *[insert day]* day of *[insert month]*, *[insert year]*

**Manufacturer's Authorization**

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]*

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

To: *[insert complete name of Purchaser]*

**WHEREAS**

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the Purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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

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

NON-COLLUSION AFFIDAVIT FORM

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him/her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding.

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such procurement.

The bidder accepts full responsibility for ensuring the absence of collusion and pledges to abide by fair and ethical competition practices throughout the procurement process.

I hereby affirm, under the penalties for perjury, that the facts and information contained in the foregoing bid for public works are true and correct.

The foregoing Affidavit having been duly read over and explained by me to the Affirmant above named and he/she having understood the contents therein and admitted to be correct, affirmed and set his/her signature hereto before me)

on this .... day of ... at ...

BEFORE ME,

1)For Local bidders - Justice of Peace or Commissioner of Oaths.

2)For Foreign Bidders - Competent Person/Institution Duly Authorized Under the Laws of the Respective Country.

## Section V. Schedule of Requirements

### Contents

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*Notes for Preparing the Schedule of Requirements*

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

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

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

**1. List of Goods and Delivery Schedule**

*[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]*

Line Item N°	Description of Goods	Quantity	unit	Final (project Site) Destination as specified in BDS	Delivery Date <sup>1</sup>		
					Earliest Delivery date	Latest Delivery Date	Bidder’s offered Delivery date [to be provided by the bidder]
1	30-32 Seats for Regular Stop Services (Bus Type 1)	60	Nos.	Ministry of Transport, Highways, Ports and Civil Aviation. Sethsiripaya, Battaramulla. (Sites within 25km from the Ministry)		Within four months (from the awarding date)	
2	40-42 Seats for Limited Stop Services (Bus Type 2)	40	Nos.				

**2. List of Related Services and Completion Schedule**

*[ This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic and consistent with the required Goods Delivery Dates]*

<b>Service</b>	<b>Description of Service</b>	<b>Quantity</b>	<b>Unit</b>	<b>Place where Services shall be performed</b>	<b>Final Completion Date(s) of Services</b>
1	Inspection of 30-32 Seats for Regular Stop Services (Bus Type 1)	60	Nos.	Ministry of Transport, Highways, Ports and Civil Aviation. (Sites within 25km from the Ministry)	One month
2	Inspection of 40-42 Seats for Limited Stop Services (Bus Type 2)	40	Nos.		

### 3. Technical Specifications

#### 01. Bus Type 1

(30-32 SEATS FOR REGULAR STOP SERVICES)		<b>Bidders' response (Mark the technical specification manual page number)</b>
<b>01. VEHICLE PARAMETERS</b>		
(i) Type	A low-entry, single-deck bus with a rear-mounted engine and a raised rear floor section, constructed on a chassis suitable for passenger transport.	
(ii) Pay load	Not less than 5500 kg	
(iii) Wheelbase	5600-6400 mm	
(iv) Max. rear overhang	60% of Wheelbase	
(v) Min angle of departure /approach	10 <sup>0</sup>	
(v) Max. overall length	12000 mm	
(vi) Overall width	2600mm	
(vii) Bus floor height	≤ 350 mm	
(viii) Internal room height from the highest floor level	≤ 2300 mm	
(viii) Turning circle radius	≤ 10.5 m	
(ix) Ground clearance at GVW-within wheelbase	≥ 250 mm	
(x) Max. speed	≥ 65 km/h without speed limiter	
(xii) Operating condition	Up to temperatures at 45°C and maximum humidity of 90%	
<b>02. PROPULSION</b>		
(i) Type of Propulsion system	6 cylinder, minimum 220HP, diesel turbo charged engine	
(ii) Fuel option	EURO IV	
(iii) power sufficient to provide Acceleration (m/sec <sup>2</sup> ) Bus speed of 0-30 kmph in seconds Air-condition load	≥ 0.8 ≤ 10.5 Cooling temperature at a seating level ≤ 20°C 17%	

Min.gradability from stop at GVW		
(v) Engine location	rear mounted engine	
(vi) Emission standard	Euro IV	
<b>03. POWER TRAIN</b>		
(i) Transmission type	Automatic	
(ii) Transmission operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse gear only when vehicle is stationary.	
(iii) Rear Axle	Single reduction, hypoid gears, full floating axle shafts with optimal gear ratios suitable for urban operations	
(iv) Front axle	Heavy duty reverse Elliot type axle suitable for low floor heights (except in independent suspension)	
<b>04. SUSPENSION</b>		
Front	Electronically controlled Air suspension	
Rear	Electronically controlled Air suspension	
Anti roll bar/ stabilizers	Both front and rear	
Shock absorbers	Hydraulic double acting	
<b>05. BRAKE SYSTEM</b>		
Air brakes	Dual circuit full air brakes, preferably with disc type arrangement for front and drum at rear brakes.	
ABS, retarders	ABS & Retarder	
Parking brake	Graduated hand controlled, spring/ air actuated parking brakes on rear wheels	
Advanced controls	Electronic Braking System (EBS)	
<b>06. STEERING</b>		
	Right hand drive, power steering with height and angle	

	adjustment with fail safe indicator system	
<b>07. TYRES</b>		
	Standard Radial Tubeless tires for bearing the required load, Rim size 22.5", Spare wheel included	
<b>08. ELECTRICAL</b>		
(i) Voltage system	24 Volts system	
(ii) Alternator	24 V	
(iii) Regulator	Electronic	
(iv) Starter Motor	24 Volts	
(v) Battery	2 x 12 V, 150 Ah. (Minimum) Maintenance Free batteries preferred	
<b>09. AIR CONDITIONER</b>		
	Roof-mounted AC system sized to maintain 24°C at full passenger load and 20°C when unoccupied, measured at seating level, with automatic climate zone control and low-impact refrigerant. Compressor must not be powered by a separate internal combustion engine. Refrigerants shall comply with all applicable regulations of the CEA (Central Environment Authority)	
<b>10. BODY</b>		
• Body structure material	• Electro / PVC coated Al Alloy	
• Flooring	• Non-skid flooring	
• Paneling	• Electro / powder / PVC coated Al Alloy	
• Floor material	• Anti-slip vinyl / resin coated, fire retardant, waterproof floor	
• Wheel chair ramp	• simple, manually operable, foldable wheelchair ramp at rear door to facilitate easy access for elderly and disabled passengers, compliant with	

	ISO 10542 wheelchair tie-down and occupant restraint system	
• Front Windshield and Rear Windshield	• Windshield of Laminated glass or toughened glass and Large Side windows of safety glass	
• Windows	• Few sliding	
• Service door-Front	• Min. width 650 mm- driver controlled pneumatic or electric swinging/ sliding doors	
• Service door - center	• min. width 1100 mm- driver controlled pneumatic or electric outward sliding doors with manually operated wheel chair ramp	
• Emergency Exits (EE) such as escape hatches, doors, windows	• To be on all sides except sides of service doors. if EE door located at rear, min size to be 1370mm x 510 mm. emergency hammers.	
• Hand rails, Handholds, stanchions, poles	<ul style="list-style-type: none"> <li>• Made of stainless steel/ coated stainless steel</li> <li>• ergonomically designed not causing injury</li> <li>• 4 nos. of rails in standee passenger area</li> <li>• Handrails, stanchions at the entrance of buses which allows to grasp from outside the bus while starting to board and continue using them throughout the boarding process until they reach the designated seating area</li> </ul>	
• Surface finishes	• To have esthetically designed interiors and exteriors. Interior surfaces to be totally free of sharp edges, rectangular corners	
• Destination indicator boxes	• (1500mm x 300mm) with LED destination boards at front and rear preferably at middle upper part of the windscreen.	
• Exterior painting of buses	• Preferable to be in conformity with the regulator	

<ul style="list-style-type: none"> <li>• Inside passenger information system (front, side)</li> </ul>	<ul style="list-style-type: none"> <li>• To have audio or visual or Audio-visual information system permitting driver/recorded/ digitalized human speech/ visual messages to inform passengers inside the bus regarding the destination, bus stops etc. if displayed, LED Panel should be min. 450 x 250 mm</li> </ul>	
<ul style="list-style-type: none"> <li>• Electric bells</li> </ul>	<ul style="list-style-type: none"> <li>• To have Min.12 electric Bell switches.</li> <li>• To have minimum of two alighting bell switches close to the door to be easily accessible for disabled persons and synchronizing with colored lighting when activating for the benefits of hearing-impaired commuters.</li> </ul>	
<ul style="list-style-type: none"> <li>• Electric horn</li> </ul>	<ul style="list-style-type: none"> <li>• horn noise level when measured at a 2m distance from front buffer should not exceed 105 dB</li> </ul>	
<ul style="list-style-type: none"> <li>• Fuel tank capacity</li> </ul>	<ul style="list-style-type: none"> <li>• <math>\geq 200</math> liters</li> </ul>	
<b>11. PASSENGER CAPACITY</b>		
	<ul style="list-style-type: none"> <li>• Preferably 30-32 seats and provision for 01-wheel chair. Total passenger capacity of 80.</li> <li>• A sufficient space with safety locking mechanism and wheelchair safety belts to be provided. Details of wheel stoppers and safety mechanism should be provided.</li> <li>• Details of available space for standee passengers should be given. (Including side seat, rear upper deck seats and etc)</li> </ul>	
<b>12. SEATS</b>		
<ul style="list-style-type: none"> <li>• Passenger seats</li> </ul>	<ul style="list-style-type: none"> <li>• Washable durable seats compatible with Appendix 1</li> </ul>	
<ul style="list-style-type: none"> <li>• Driver seat</li> </ul>	<ul style="list-style-type: none"> <li>• Driver seat with headrest, 3-point seatbelt, adjustable</li> </ul>	

	height and forward/backward movement for ergonomic comfort.	
<ul style="list-style-type: none"> <li>• Priority seats for persons with disabilities</li> </ul>	<ul style="list-style-type: none"> <li>• To have 4 forward facing priority seats and preferably be located behind driver seats / close to doors.</li> <li>• Shall be indicated with appropriate signs.</li> <li>• Shall be preferably provided with appropriate facilities for securing the crutches, canes, walkers etc to facilitate convenient travel for persons with disabilities.</li> <li>• Shall be provided with controls adjacent to priority seats for requesting stops to alert the driver that a mobility aid user wishes to disembark. Such system shall provide auditory and visual indication to the driver. Controls to be mounted at a height between 410mm - 1300mm above the floor.</li> <li>• Durable smart switch controls.</li> </ul>	
<b>13. ACCESSORIES</b>		
<p>Standard accessories</p> <p>Augmented accessories – (detailed specifications provided in pages 64-65)</p>	<ul style="list-style-type: none"> <li>• Digital Clock</li> <li>• Minimum 4 electronic Automatic Fare collection machines including 3 close to rear door.</li> <li>• Reverse alarm &amp; continuously operating <b>rear Camera</b></li> <li>• Reverse camera with direction lines.</li> <li>• Driver's Tool Kit including 15 Ton bottle Jack with handle and wheel brace.</li> <li>• First aid box</li> <li>• Automatic Fire Extinguisher for the Engine Cabin 4kg min.</li> <li>• Fire Extinguisher for the passenger compartment</li> <li>• Audio player compatible with</li> </ul>	

	<p>all common formats</p> <ul style="list-style-type: none"> <li>• GPS + GSM/ 4G enabled real-time tracking, compatible with local tracking system having multi-functions including Fuel sensor and 2-way communication.</li> <li>• Advanced driver assistant system (ADAS)</li> <li>• CCTV system with minimum 2 cameras and 10 day on board storage.</li> <li>• WIFI system or equivalent</li> <li>• 4 charging USB3.0 and USB-C ports on back of seats in rear section of bus.</li> <li>• ADAS-DMS (Advanced Driver Assistance System-Driver monitoring system) for detecting driver fatigue, distraction, drowsiness, or inattention and alarm to prevent accident.</li> </ul>	
<p><b>14. INFORMATION TO BE FURNISHED BY THE BIDDER</b></p> <p>(In addition to Type approval application and certificate of conformity)</p>	<p>(a) Specific Fuel Consumption of Engine at ambient temperature and humidity conditions for the Buses, under given load factor. (G.V.W)</p> <p>(b) Guaranteed Fuel Consumption of a Bus in terms of liters.</p> <p>(i) Non-stop straight run for 100 km</p> <p>(ii) City operation with 03 stops per km for 100 km</p> <p>(iii) Fuel efficiency <math>\geq 3.5</math> Km/l</p> <p>(c) Guaranteed life-span of batteries.</p> <p>(d) Guaranteed km for Tires</p>	
<p><b>15.COMPREHENSIVE WARRANTY</b></p>	<p>For 200,000 km</p>	

<b>16. SERVICE LIFE</b>	Min 10 years or 1000000 km	
<b>16. AVAILABILITY OF SPARES</b>	Bidder should certify the availability for 10 years (performance guarantee can be considered)	
<b>17. AFTER SALE SERVICES</b>	Bidder should certify the availability with details (performance guarantee can be considered)	
<b>18. TRAINING</b>	Bidder should provide training facilities for 2 Engineers, 4 foremen, and 10 mechanics at the manufacturer's premises and should provide details of training offered for drivers.	
<b>19. RESIDENT ENGINEER</b>	Bidder should certify availability of Resident Engineer during the warranty period for buses with Latest technology to Sri Lanka	

## 02. Bus Type 2

(40-42 SEATS FOR LIMITED STOP SERVICES)		Bidders' response (Mark the technical specification manual page number)
01. VEHICLE PARAMETERS		
(i) Type	A low-entry, single-deck bus with a rear-mounted engine and a raised rear floor section, constructed on a chassis suitable for passenger transport.	
(ii) Pay load	Not less than 5500 kg	
(iii) Wheelbase	5600-6400 mm	
(iv) Max. rear overhang	60% of Wheelbase	
(v) Min angle of departure /approach	10 <sup>0</sup>	
(v) Max. overall length	12000 mm	
(vi) Overall width	2600mm	
(vii) Bus floor height	≤ 350 mm	
(viii) Internal room height from the highest floor level	≤ 2300 mm	
(viii) Turning circle radius	≤ 10.5 m	
(ix) Ground clearance at GVW-within wheelbase	≥ 250 mm	
(x) Max. speed	≥ 65 km/h without speed limiter	
(xii) Operating condition	Up to temperatures at 45°C and maximum humidity of 90%	
02. PROPULSION		
(i) Type of Propulsion system	6 cylinder, minimum 220HP, diesel turbo charged engine	
(ii) Fuel option	EURO IV	
(iii) power sufficient to provide Acceleration (m/sec <sup>2</sup> ) Bus speed of 0-30 kmph in seconds Air-condition load Min.gradability from stop at GVW	≥ 0.8 ≤ 10.5 Cooling temperature at a seating level ≤ 20°C 17%	

(v) Engine location	rear mounted engine	
(vi) Emission standard	Euro IV	
<b>03. POWER TRAIN</b>		
(i) Transmission type	Automatic	
(ii) Transmission operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse gear only when vehicle is stationary.	
(iii) Rear Axle	Single reduction, hypoid gears, full floating axle shafts with optimal gear ratios suitable for urban operations	
(iv) Front axle	Heavy duty reverse Elliot type axle suitable for low floor heights (except in independent suspension)	
<b>04. SUSPENSION</b>		
Front	Electronically controlled Air suspension	
Rear	Electronically controlled Air suspension	
Anti roll bar/ stabilizers	Both front and rear	
Shock absorbers	Hydraulic double acting	
<b>05. BRAKE SYSTEM</b>		
Air brakes	Dual circuit full air brakes, preferably with disc type arrangement for front and drum at rear brakes.	
ABS, retarders	ABS & Retarder	
Parking brake	Graduated hand controlled, spring/ air actuated parking brakes on rear wheels	
Advanced controls	Electronic Braking System (EBS)	
<b>06. STEERING</b>		
	Right hand drive, power steering with height and angle adjustment with fail safe indicator system	
<b>07. TYRES</b>		
	Standard Radial Tubeless tires for bearing the required load,	

	Rim size 22.5", Spare wheel included	
<b>08. ELECTRICAL</b>		
(i) Voltage system	24 Volts system	
(ii) Alternator	24 V	
(iii) Regulator	Electronic	
(iv) Starter Motor	24 Volts	
(v) Battery	2 x 12 V, 150 Ah. (Minimum) Maintenance Free batteries preferred	
<b>09. AIR CONDITIONER</b>		
	Roof-mounted AC system sized to maintain 24°C at full passenger load and 20°C when unoccupied, measured at seating level, with automatic climate zone control and low-impact refrigerant. Compressor must not be powered by a separate internal combustion engine. Refrigerants shall comply with all applicable regulations of the CEA (Central Environment Authority)	
<b>10. BODY</b>		
• Body structure material	• Electro / PVC coated Al Alloy	
• Flooring	• Non-skid flooring	
• Paneling	• Electro / powder / PVC coated Al Alloy	
• Floor material	• Anti-slip vinyl / resin coated, fire retardant, waterproof floor	
• Wheel chair ramp	• simple, manually operable, foldable wheelchair ramp at rear door to facilitate easy access for elderly and disabled passengers, compliant with ISO 10542 wheelchair tie-down and occupant restraint system	
• Front Windshield and Rear Windshield	• Windshield of Laminated glass or toughened glass and Large Side windows of safety glass	
• Windows	• Few sliding	

<ul style="list-style-type: none"> <li>• Service door-Front</li> </ul>	<ul style="list-style-type: none"> <li>• Min. width 650 mm- driver controlled pneumatic or electric swinging/ sliding doors</li> </ul>	
<ul style="list-style-type: none"> <li>• Service door - center</li> </ul>	<ul style="list-style-type: none"> <li>• min. width 1100 mm- driver controlled pneumatic or electric outward sliding doors with manually operated wheelchair ramp</li> </ul>	
<ul style="list-style-type: none"> <li>• Emergency Exits (EE) such as escape hatches, doors, windows</li> </ul>	<ul style="list-style-type: none"> <li>• To be on all sides except sides of service doors. if EE door located at rear, min size to be 1370mm x 510 mm. emergency hammers.</li> </ul>	
<ul style="list-style-type: none"> <li>• Hand rails, Handholds, stanchions, poles</li> </ul>	<ul style="list-style-type: none"> <li>• Made of stainless steel/ coated stainless steel</li> <li>• ergonomically designed not causing injury</li> <li>• 4 nos. of rails in standee passenger area</li> <li>• Handrails, stanchions at the entrance of buses which allows to grasp from outside the bus while starting to board and continue using them throughout the boarding process until they reach the designated seating area</li> </ul>	
<ul style="list-style-type: none"> <li>• Surface finishes</li> </ul>	<ul style="list-style-type: none"> <li>• To have esthetically designed interiors and exteriors. Interior surfaces to be totally free of sharp edges, rectangular corners</li> </ul>	
<ul style="list-style-type: none"> <li>• Destination indicator boxes</li> </ul>	<ul style="list-style-type: none"> <li>• (1500mm x 300mm) with LED destination boards at front and rear preferably at middle upper part of the windscreen.</li> </ul>	
<ul style="list-style-type: none"> <li>• Exterior painting of buses</li> </ul>	<ul style="list-style-type: none"> <li>• Preferable to be in conformity with the regulator</li> </ul>	
<ul style="list-style-type: none"> <li>• Inside passenger information system (front, side)</li> </ul>	<ul style="list-style-type: none"> <li>• To have audio or visual or Audio-visual information system permitting driver/ recorded/ digitalized human speech/ visual messages to inform passengers inside the bus regarding the destination, bus stops etc. if displayed,</li> </ul>	

	LED Panel should be min. 450 x 250 mm	
• Electric bells	<ul style="list-style-type: none"> <li>• To have Min.12 electric Bell switches.</li> <li>• To have minimum of two alighting bell switches close to the door to be easily accessible for disabled persons and synchronizing with colored lighting when activating for the benefits of hearing-impaired commuters.</li> </ul>	
• Electric horn	<ul style="list-style-type: none"> <li>• horn noise level when measured at a 2m distance from front buffer should not exceed 105 dB</li> </ul>	
• Fuel tank capacity	<ul style="list-style-type: none"> <li>• <math>\geq 200</math> liters</li> </ul>	
<b>11. PASSENGER CAPACITY</b>		
	<ul style="list-style-type: none"> <li>• Preferably 40-42 seats and provision for 01-wheel chair. Total passenger capacity of 80.</li> <li>• A sufficient space with safety locking mechanism and wheelchair safety belts to be provided. Details of wheel stoppers and safety mechanism should be provided.</li> <li>• Details of available space for standee passengers should be given. (Including side seat, rear upper deck seats and etc)</li> </ul>	
<b>12. SEATS</b>		
• Passenger seats	<ul style="list-style-type: none"> <li>• Washable durable seats compatible with Appendix 1</li> </ul>	
• Driver seat	<ul style="list-style-type: none"> <li>• Driver seat with headrest, 3-point seatbelt, adjustable height and forward/backward movement for ergonomic comfort.</li> </ul>	
• Priority seats for persons with disabilities	<ul style="list-style-type: none"> <li>• To have 4 forward facing priority seats and preferably be located behind driver seats / close to doors.</li> <li>• Shall be indicated with appropriate signs.</li> </ul>	



	<ul style="list-style-type: none"> <li>• Advanced driver assistant system (ADAS)</li> <li>• CCTV system with minimum 2 cameras and 10 day on board storage.</li> <li>• WIFI system or equivalent</li> <li>• 4 charging USB3.0 and USB-C ports on back of seats in rear section of bus.</li> <li>• ADAS-DMS (Advanced Driver Assistance System-Driver monitoring system) for detecting driver fatigue, distraction, drowsiness, or inattention and alarm to prevent accident.</li> </ul>	
<p><b>14. INFORMATION TO BE FURNISHED BY THE BIDDER</b></p> <p>(In addition to Type approval application and certificate of conformity)</p>	<p>(a) Specific Fuel Consumption of Engine at ambient temperature and humidity conditions for the Buses, under given load factor. (G.V.W)</p> <p>(b) Guaranteed Fuel Consumption of a Bus in terms of liters.</p> <p>(i) Non-stop straight run for 100 km</p> <p>(ii) City operation with 03 stops per km for 100 km</p> <p>(iii) Fuel efficiency <math>\geq 3.5</math> Km/l</p> <p>(c) Guaranteed life-span of batteries.</p> <p>(d) Guaranteed km for Tires</p>	
<b>15. COMPREHENSIVE WARRANTY</b>	For 200,000 km	
<b>16. SERVICE LIFE</b>	Min 10 years or 1000000 km	
<b>16. AVAILABILITY OF SPARES</b>	Bidder should certify the availability for 10 years (performance guarantee can be considered)	
<b>17. AFTER SALES</b>	Bidder should certify the availability with details (performance guarantee can be considered)	

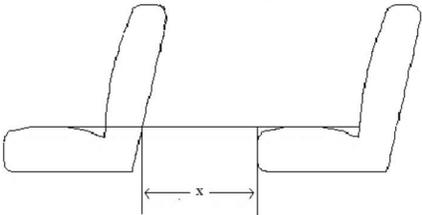
<b>18. TRAINING</b>	Bidder should provide training facilities for 2 Engineers, 4 foremen, and 10 mechanics at the manufacturer's premises and should provide details of training offered for drivers.	
<b>19. RESIDENT ENGINEER</b>	Bidder should certify availability of Resident Engineer during the warranty period for buses with Latest technology to Sri Lanka	

ESSENTIAL REQUIREMENTS FOR PASSENGER SEATS

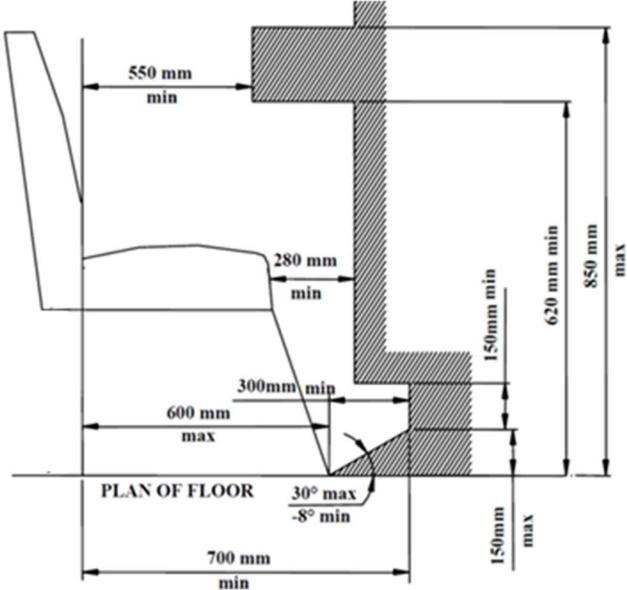
Seat Parameters		Requirement/value
Minimum seat squab width (mm)		410
Minimum seat squab depth (mm)		400
Minimum backrest height from floor level (mm)		800
Minimum Torso angle		12°
Minimum leg spacing <sup>1</sup> (mm)		250
Minimum seat spacing / pitch (mm)		660
Seat installation		forward-facing seats
Seat of driver	• Mini cushion width: (mm)	420
	• Mini depth cushion: (mm)	445
	• Mini backrest height: (mm)	325
	• Longitudinal + verticals adjustment	Required.

Note 1

Leg spacing – between seats.



Leg spacing – seat in front of a partition/seats on wheel hump



Sample sheet



## **Multi-function GPS Tracking Unit with Fuel Sensor– General Specifications**

- i. The Tracking Unit should have a position accuracy of 5 -10 m, and data logging should be done at every 1 sec. Data transfer through GPRS/GSM/4G should be at every 5 sec or less to the server. The sim slot should be compatible with the operating band of Sri Lankan telco providers. Both GPS and GPRS antennas must be fixed inside of the bus.
- ii. Should have the capacity to store the data if the vehicle lost connection with GSM/GPRS/4G network (Minimum 256 MB) and transfer it once the connection is restored. A suitable storage device should be integrated along with a GPS unit.
- iii. The device should be capable of operating with the battery of the bus, the unit should also have an internal back-up battery (6 hours), and the battery charge should be indicated in the unit. A battery charging facility should also be provided.
- iv. Tamper Proof, Vandal Proof and Water Proof enclosures for GPS, power supply, and antenna must be provided. Alert SMS must be sent if tampered, power cord removal, antenna cut etc.
- v. Should provide an open source customizable backend application with a database which is capable of integrating any type of standard GPS and related devices along with the compatibility to protocol NMEA 0183, a listener API to integrate other Information Systems and standard fleet management functions, including the following.
  - a. Global Tracking Capability - Seamless tracking to any location with accuracy and ease.
  - b. Real-Time Location Data - Live tracking, providing immediate visibility into the whereabouts, movements, and status of assets through a straightforward interface.
  - c. Geofencing Alerts – Setting up virtual boundaries and receiving instant notifications when assets cross these predefined zones, bolstering security and asset oversight.
  - d. Speed and Movement Alerts - Alerts for any deviations like over speeding to ensure safety and compliance.
  - e. Historical Data and Reports - Access to detailed historical data and comprehensive reporting tools allows for thorough trend analysis, route optimization, and informed decision-making.
  - f. Multi-Platform Support - With support for Android/iOS, GPS Gateway offers flexibility in asset management from any location, at any time.
  - g. Customizable Notifications - Tailored alert settings to meet specific security or operational needs, enhancing the tracking experience.
  - h. Driver Performance Monitoring – Provision to driver behavior, promoting safety and efficiency by tracking speed, driving patterns, and idle times.
  - i. Scalability for Large Fleets –Should be able to support and manage a large fleet as and when needed.
- vi Sri Lanka Transport Board should have the right to modify or amend all configurations as and when needed.

- vii Should be integrated with a fuel sensor and be able to get readings through the backend application.
- viii Two way communication facility should be provided to communicate with the control room
- ix Three years' comprehensive warranty for all equipment must be included, and technical support in installation and maintenance for all GPS units during the warranty period should be provided. Annual maintenance charge after the warranty period should be indicated as a separate line item.

<b>Tracking Unit Technical Specifications</b>	
<b>Unit / Item</b>	<b>Specification</b>
<b>1. GSM</b>	
1.1.Frequency	900/1800 MHz; 850/1900 MHz
1.2.Power Supply	9V-35V
1.3.Battery Backup	At least 6 Hrs. without Vehicle Battery
<b>2. GPRS</b>	
2.1.Data Class	Class B or relevant
2.2.Coding Scheme	CS-4 or relevant
2.3.Uplink Transfer	40 kbps min.
2.4.Downlinklink Transfer	80 kbps min.
2.5.Protocol	NMEA0183 or any other Supporting IP Like http
<b>3. GPS</b>	
1.Datum	WGS-84
2.Frequency	L1-1575.42MHz
3.C/A code	1.023 MHz chip rate
4.Channels	At least 16-20
5.Sensitivity	(-)158db
6.Position Accuracy	5 -10 m
7.Time Accuracy	0.1 m/s

#### 4. Workshop Facilities and Trained Personnel

1. Name of Bidder/Local Agent : .....

2. No. of Technical Personnel

(a) Full Time : .....

(b) Part Time : .....

3. Full Time Engineers/Technicians

Name	Qualification
I .....	.....
II .....	.....
III .....	.....
IV.....	.....
V.....	.....
VI .....	.....
VII .....	.....

4. Special Training received if any:

5. Workshop Facilities available : Yes/No

b. Flow Area (approx) :

c. Address of the Workshop :

6. Whether the workshop facilities owned by the Bidder : Yes/No

If the answer is no, attach documentary evidence with regard to the arrangement with the owner of the facility.

Signature of the Bidder:

Date:

Company Seal:

### 5. List of Lubricants

- |    |                               |   |  |
|----|-------------------------------|---|--|
| 1. | Engine Lubricating Oil        | - | API CI4/CI4+<br>15W40<br>MB228.3                     |
| 2. | Gear Box Lubricating Oil      | - | API GL5<br>MIL-L2105<br>SAE 80W-90<br>with Anglomol  |
| 3. | Differential Lubricating Oil  | - | API GL5<br>MIL-L-2105D<br>SAE85W140<br>with Anglomol |
| 4. | Power Steering                | - | ATF Dextron 2/ ATF Dextron 3                         |
| 5. | Hydraulic Clutch/ Brake Fluid | - | Dot 3/Dot 4  |
| 6. | Chassis Grease                | - | NLGI 2 Lithium Base                                  |
| 7. | Wheel Bearing Grease          | - | NLGI 3 Lithium Complex                               |

In case any of the above lubricants are not suitable, the Bidder shall advise on a substitute lubricant, which is readily available in Sri Lanka.

Details of Driver Tool Kit	State whether complied or not complied
Standard Drivers Tool Kit and Hydraulic Jack 15 ton is required for each bus -	-

Signature of the Bidder

Date:

Company Seal:

## 6. Inspections and Tests

The following inspections and tests shall be performed

### 1. General

- (a) Inspections and Tests shall be carried out by the inspectors nominated by the purchaser. Supplier shall assist on this
- (b) All reasonable facilities and assistance, including access to drawings and production data for test and inspections shall be furnished to the inspectors at no charge to the purchaser.
- (c) Pre shipment Inspection shall be conducted at the premises of manufacturer and the inspections and tests at delivery shall be conducted at the premises of purchaser or at point of delivery, and/or at the Goods' final destination.
- (d) Inspection and test report shall be submitted to the Purchaser by the inspectors
- (c) Supplier's reasonable costs and expenses incurred in the carrying out of inspections and test shall be added to the bid price.

### 2. Inspection and tests at the factory by the manufacturer

- (a) The manufacturer's authorized inspector shall inspect and test the buses for complying with characteristics and performance of the buses to be delivered to the purchaser
- (b) The inspection and test report shall be included with shipping documents
- (c) Costs and expenses incurred for this inspection and test shall be borne by the bidder/manufacturer

### 3. Pre-Shipment Inspection

- (a) The supplier shall arrange the inspection of the machine at the factory before shipment at supplier's cost
- (b) The inspections and tests shall be carried out by the bid evaluation committee members and the technically qualified supporting staff nominated by the purchaser. (maximum 03 Persons)
- (c) During pre-shipment inspection, the following shall be verified and tested
  - Compliance of specification as per the bid submitted
  - Identification references according to the factory inspection report or/and shipping documents
  - Accessories and Spare parts requested
  - Manuals and books and CDs requested
  - Operational functionality of the buses
- (d) Supplier shall provide reasonable facilities covering food, accommodation and internal transport and other facilities required for the above inspection

(e) The supplier/bidder shall provide return Air Travel to the country of manufacture and shall arrange the visa for the travel

(f) The cost of the above inspection (including return airfare and visa and Travel Insurance) shall be borne by the supplier/bidder and shall be indicated in the Letter of Bid and in the "Price and Completion Schedule for Related Services included in Section IV-Bidding Forms"

#### **4. Inspection and Tests at delivery**

(a) The supplier/bidder shall arrange the inspection of the buses at the purchaser final destination specified in BDS

(b) Purchaser's nominated inspection team (Acceptance Committee) will attend the necessary inspection and tests and will submit the inspection report to the purchaser

(c) During the inspection and tests at final destination, the following shall be verified and tested

- Compliance of specification as per the bid submitted
- Identification references according to the relevant documents (such as factory inspection report and shipping documents)
- Accessories and Spare parts requested
- Manuals and books and CDs requested
- Operational functionality of the buses

## Section VI. Conditions of Contract

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## Section VI. Conditions of Contract

### 1. Definitions

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

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “CC” means the Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
- (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(l) “The Project Site,” where applicable, means the place named in the Special Conditions of Contract.

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Fraud and Corruption**

3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

(i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and

(iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

#### 4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 4.4 Severability

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

### 5. Language

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

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

### 6. Joint Venture, Consortium or Association

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

### 7. Eligibility

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

### 8. Notices

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

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

- 9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 10. Settlement of Disputes** 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under The Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 11. Scope of Supply** 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 12. Delivery and Documents** 12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the **Special Conditions of Contract**.
- 13. Supplier's Responsibility-ties** 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.
- 14. Contract Price** 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

- 15. Terms of Payment**
- 15.1 The Contract Price, shall be paid as specified in the **Special Conditions of Contract**.
- 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16. Taxes and Duties**
- 16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17. Performance Security**
- 17.1 If required as specified in the **Special Conditions of Contract**, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.
- 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 As specified in the **Special Conditions of Contract**, the Performance Security, if required, shall be in Sri Lankan Rupees and shall be in the format stipulated by the Purchaser in the **Special Conditions of Contract**, or in another format acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 18. Copyright**
- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier, herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including Suppliers of materials, the copyright in such materials shall remain vested in such third party.

**19. Confidential Information**

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

19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

**20. Subcontracting**

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.

**21. Specifications and Standards**

21.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards, whose application is appropriate to the Goods' country of origin.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

**22. Packing and Documents**

22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

**23. Insurance**

23.1 Unless otherwise specified in the **Special Conditions of Contract**, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

**24. Transportation**

24.1 Unless otherwise specified in the **Special Conditions of Contract**, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.

**25. Inspections and Tests**

25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **Special Conditions of Contract**.

25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the **Special Conditions of Contract**. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bears all of its own costs and expenses incurred in connection with such attendance, including, but not limited to, all traveling and board and lodging expenses.

- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods complies with the technical specifications, codes, and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations Under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

## **26. Liquidated Damages**

- 26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **Contract Data** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a

maximum deduction of the percentage specified in those **Special Conditions of Contract**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

## 27. Warranty

27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

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

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

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

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

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

## 28. Patent Indemnity

28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copy right, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

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

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

28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name, conduct such proceedings or claim, and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copy right, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**29. Limitation of Liability**

29.1 Except in cases of criminal negligence or willful misconduct,

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

**30. Change in Laws and Regulations**

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

**31. Force Majeure**

31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to Negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Supplier shall Promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably

practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**32. Change Orders and Contract Amendments**

32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

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

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

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

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

**33. Extensions of Time**

33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

## 34. Termination

### 34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### 34.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to The Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

### 34.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**35. Assignment**

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

## Section VII. Special Conditions of Contract

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

<b>CC 1.1(i)</b>	The Purchaser is: Ministry of Transport, Highways, Ports and Civil Aviation
<b>CC 1.1 (l)</b>	Final Destination: The buses shall be delivered to the site/s within 25 km from the Ministry of Transport, Highways, Ports & Civil Aviation, within 4 Months.
<b>CC 6.1</b>	If the bidder has participated as a partner of a Joint Venture in a project, the percentage of the bidder's contribution shall be more than 20% of the entire project to claim experience.  The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
<b>CC 8.1, CC 12.1</b>	For <b>notices</b> , the Purchaser's address shall be:  Secretary, Ministry of Transport, Highways, Ports and Civil Aviation, 07 <sup>th</sup> floor, Sethsiripaya Stage II, Battaramulla.
<b>CC 12.1</b>	Details of Shipping and other Documents to be furnished by the Suppliers are <sup>41</sup> . Not relevant
<b>CC 15.1</b>	The method and conditions of payment to be made to the Supplier under this contract shall be as follows:  Supplier is expected to supply the buses as per the order placed by the Secretary or officers authorized by him.  Payment will be made within 30 days by the purchaser after acceptance by an acceptance committee of the Ministry of Transport, Highways, Ports & Civil Aviation
<b>CC 17.1</b>	Performance Security:  i. A sum equivalent to ten percent (10 %) of the total value of the contract by a bank guarantee valid for 1020 days from the date of award shall be required as a Performance Security for the due fulfillment of the contract, including warranty obligations by the successful bidder.  ii. If the Secretary, Ministry of Transport, Highways, Ports and Civil Aviation is of the opinion that the performance of the successful bidder is unsatisfactory and that there is a breach of the stipulated conditions of the agreement, the Performance Security is liable to be forfeited and the contract to be terminated.

<p><b>CC 25.1</b></p>	<p>The inspections and tests shall be carried out by the bid evaluation committee members and the technically qualified supporting staff nominated by the purchaser. (maximum 03 Persons) They have the right to inspect and test the Goods to confirm their conformity to the Contract Specifications at the sites/premises of the supplier/manufacturer. All reasonable facilities for such inspections shall be arranged by the supplier at no charge to the Ministry.</p> <p>Any form of unsuitability detected in the Goods delivered or part thereof, due to non-conformity to specifications made by either party, should be met with 100% replacement of those goods or parts thereof by the supplier.</p>
<p><b>CC 25.2</b></p>	<p>The Inspections and tests shall be conducted at in the premises of the supplier/ manufacturer.</p>
<p><b>CC 26.1</b></p>	<p>The liquidated damages shall be: <b><i>1% of the Contract price of delayed goods</i></b> per day.</p>
<p><b>CC 26.1</b></p>	<p>The maximum amount of liquidated damages shall be: <b><i>10% of the Contract price.</i></b></p>
<p><b>CC 27.3</b></p>	<p>The supplied buses shall have a minimum warranty of 200,000 km.</p> <p>Major components, namely Engine (excluding Starter Motor, Alternator &amp; Fuel Injection Pump), Gear Box, Front Axle, Rear Axle, Chassis frame, Steering Gear, Propeller Shaft, should have warranties of 200,000 km</p> <p>Any Major Unit given above failing within 20,000 km should be replaced with a New Unit, instead of supplying spares to repair them.</p> <p>All other items should carry warranties for 100,000 km. Any items which fail below the warranty distance shall be replaced free of charge by the manufacturer.</p> <p>Drawings provided by the Bidder under the provisions of the Contract shall be correct in all details.</p> <p>Adequate quantities of changeover units and spare parts to recondition the same, as well as expendable parts for the buses, should be held by the local agent to cover the warranty period or be available at short call upon receipt of official orders.</p>
<p><b>CC 27.5</b></p>	<p>Any failures or Goods found to be defective during the warranty period shall be repaired or replaced by the supplier within One Week of such notice at no cost to the purchaser. Otherwise, the supplier shall pay a penalty of SLR 60,000/- per bus per each day of delay after the one-week period, which penalty if the supplier fails to pay within one week of notice, shall be recovered from the Performance Security.</p>

## Section VIII. Contract Forms

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## 1. Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the 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 Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules
  - (f) The Purchaser’s 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 Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

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 Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[ insert identification of official witness]*

## 2. Performance Security

*[Note: the purchaser is required to fill the information marked as "\*" and delete this note prior to selling of the bidding document]*

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

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

\* **Beneficiary:**----- *[Name and Address of Employer]*-----

**Date:** -----

**PERFORMANCE GUARANTEE No.:** -----

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

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

At the request of the Supplier, we ----- *[name of Agency]* hereby irrevocably undertake to pay you any 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)]*

### 3. Guarantee for Advance Payment

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

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

*[issuing agency's letterhead]*

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

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

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

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

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

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

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

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

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