



CEYLON PETROLEUM STORAGE TERMINALS LIMITED

PROCUREMENT DOCUMENT

NATIONAL COMPETITIVE BIDDING (NCB)

SUPPLY & DELIVERY OF 02 BRAND NEW MOTOR COACHES

TENDER REF NO: KPR/58/2025

**INSTRUCTIONS TO BIDDERS, CONDITIONS OF CONTRACT,
SCOPE OF SUPPLY & TECHNICAL SPECIFICATIONS (VOLUME 1 & 2)**

The Chairman
Department Procurement Committee (Minor)
C/o Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
01st Floor, New Building
Kolonnawa, Wellampitiya.

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INVITATION FOR BIDS (IFB)

CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL)

SUPPLY & DELIVERY OF 02 BRAND NEW MOTOR COACHES

BID NO: KPR/58/2025

NATIONAL COMPETITIVE BIDDING (NCB)

1. This Invitation for Bids (IFB) follows the General Procurement Notice (GPN) for this procurement published in the Daily News paper of 14.11.2025.
2. The Chairman, Department Procurement Committee (Minor), on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya, hereby invites sealed bids from authorized agents of internationally reputed motor coach manufacturer's or export agent's) for the Supply & Delivery of 02 Brand New Motor Coaches.
3. The estimated cost is LKR 40 million (for reference only, not for bid preparation).
4. The vehicles shall be delivered to CPSTL, Kolonnawa Oil Installation within sixteen (16) weeks from the date of receipt of Purchase Order (PO).
5. The bidding process will follow the **National Competitive Bidding (NCB) procedure** and is open to all authorized local agents of internationally reputed motor coach manufacturers or their export agents abroad.
6. Interested eligible bidders may obtain further information from the Manager Procurement of the Ceylon Petroleum Storage Terminals Limited, (Tel: +94 112572156/ +94 112547238 and Fax: +94 112074299 and Email: procure@cpstl.lk) and inspect the procurement documents free of charge during any working days from 0900 hrs to 1500 hrs. at the address given below. Interested parties may also inspect the procurement document from the CPSTL website www.cpstl.lk. The Procurement Document available on the web is only for viewing purposes, and Bids shall be submitted using the Original Procurement Document purchased from CPSTL.
7. To be eligible for contract award, the successful bidder shall not have been debarred or blacklisted. Additional details are provided in the Procurement Documents.
8. The offered motor coaches shall meet the requirements for motor vehicle registration by the Department of Motor Traffic (DMT) and comply with the emission standards of the Ministry of Environment of Sri Lanka.

9. The offered make/Brand and model, or an earlier version thereof, shall have been operating in Sri Lanka for at least past ten (10) years.
10. A complete set of Procurement Documents in English language may be purchased by interested bidders on the submission of a written request on company letterhead, signed by an authorized representative, **on working days between 0900 hrs. and 1400 hrs. until Thursday, 27th November 2025**, upon payment of a non-refundable fee of **Sri Lankan Rupees Ten thousand (LKR 10,000.00)** per document. The method of collection/payment will be as follows.

Hand Delivery:

Bidders may obtain the procurement documents by visiting the address below, during the above-mentioned period and time. A written request on company letterhead, signed by an authorized representative, must be submitted, along with proof of payment of the non-refundable fee. Payment can be made in cash at the CPSTL Cash Counter, Kolonnawa or via bank transfer to the CPSTL bank account given below.

Payment can be made:

- In cash at the Cash Counter, CPSTL, Kolonnawa or
- By bank transfer to the CPSTL bank account (details given below), and submit a copy of the bank slip or transfer confirmation.

Email Request:

Bidders may alternatively remit the non-refundable fee directly to the CPSTL bank account provided below. A written request on company letterhead, along with proof of payment (bank slip or transfer confirmation), must be emailed to procure@cpstl.lk during the specified timeframe. The payment must also be credited to the CPSTL account before the procurement documents are issued. Upon verification of the payment, the complete set of procurement documents will be emailed to the bidder.

	Payment in LKR
Non-refundable fee	LKR 10,000.00
A/C Holder	Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa,, Wellampitiya.
A/C No	004-1-001-9-0208672
Bank & Branch	People's Bank Corporate Branch No. 91, All Ceylon Hindu Congress (ACHC) Building Sir Chittampalam A. Gardiner Mawatha Colombo 02.
SWIFT	PSBKLKLX
Branch Code	004

11. A **pre-bid meeting** will be held via video conference at 1000 hrs. on **Thursday, 20th November 2025**, to address any queries related to the procurement document. Prospective bidders or their authorized representatives are invited to attend. Interested parties must request participation by emailing procure@cpstl.lk no later than **Wednesday, 19th November 2025**, to receive the meeting link.
12. Bids must be submitted using the procurement document issued by the Procurement Function of CPSTL. The original, duly completed bids may be sent by registered post or courier, or hand delivered in a sealed cover **to reach** the address below, **at or before 1400 hrs. on Friday, 28th November 2025**. Bids may also be deposited in the tender box located at the main entrance of CPSTL at or before the above specified period. Late bids shall be rejected.

13. If bidders are unable to submit the original bids as specified, they may submit a scanned copy of the completed bid in **PDF format** via email to tenders@cpstl.lk to reach at or before **1400 hrs. on Friday, 28th November 2025**. The original bid document must be securely retained and submitted to the Manager Procurement upon request. Note that the original bid documents will be used solely for filing purposes and will not be used for verification against the electronic submission.
14. **Bids will close at 1400 hrs. on Friday, 28th November 2025**, and will be opened immediately thereafter at the office of the Manager (Procurement) in the presence of the bidders' representatives who choose to attend in person or virtual at the address below.
15. **Bids must be valid until 27.02.2026**, from the date of bid opening.
16. All Bids must be accompanied by a **bid security of Sri Lankan Rupees Four hundred thousand (LKR 400,000.00), valid until 27.03.2026**, from the date of bid opening.
17. Bidders must be registered with the Department of Registrar of Companies (e-ROC) in compliance with the Public Contracts Act No. 3 of 1987, available at www.drc.gov.lk.
18. For any clarifications, please contact the Manager (Procurement) at **Tel: +94-11-2572156 / +94-11-2547238, Fax: +94-11-2074299, or Email: procure@cpstl.lk**.
19. The address referred to above is:

**The Chairman
Department Procurement Committee (Minor)
C/O Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
01st Floor, New Building
Kolonnawa, Wellampitiya.**

**Postal Code : 10600
Telephone : +94 11 2572156; +94 11 2547238
Fax : +94 11 2074299
E-mail : procure@cpstl.lk**

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 Procurement 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 Procurement 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 inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
 - 3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest

standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

- (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (b) "fraudulent 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, non-competitive levels; and
- (d) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

3.3 If the 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 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 Procurement 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 websites of NPC/Ministry of Finance, <https://nprocom.gov.lk/> and <https://www.treasury.gov.lk/>

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

5. Eligible Goods and Related Services

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

Contents of Procurement Documents

6. Sections of Procurement Documents

6.1 The Procurement 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 Form/s
- Section V. Schedule of Requirements
- Section VII. Contract Data
- Invitation For Bid

6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Procurement Documents. Failure to furnish all information or documentation required by the Procurement Documents may result in the rejection of the bid.

- 7. Clarification of Procurement Documents**
- 7.1 A prospective Bidder requiring any clarification of the Procurement 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 Procurement Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Procurement Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.
- 8. Amendment of Procurement Documents**
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Procurement Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Procurement Documents and shall be communicated in writing to all who have purchased the Procurement 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
- 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 English language.

- | | | |
|--|---|--|
| <p>11. Documents Comprising the Bid</p> | <p>11.1</p> | <p>The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (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 Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and (d) any other document required in the BDS. |
| <p>12. Bid Submission Form, Non-collusion Affidavit and Price Schedules</p> | <p>12.1</p> | <p>The Bidder shall submit the Bid Submission Form and Non-collusion Affidavit using the forms furnished in Section IV, Bidding Forms. These forms shall be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> |
| <p>13. Alternative Bids</p> | <p>13.1</p> | <p>Unless otherwise stated in the BDS, alternative bids shall not be considered.</p> |
| <p>14. Bid Prices and Discounts</p> | <p>14.1</p> <p>14.2</p> <p>14.3</p> <p>14.4</p> | <p>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.</p> <p>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.</p> <p>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.</p> <p>(i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:</p> |

- (a) on components and raw material used in the manufacture or assembly of goods quoted; or
 - (b) on the previously imported goods of foreign origin
- (ii) However, VAT shall not be included in the price but shall be indicated separately;
- (iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;
- (iv) The price of other incidental services.
- 14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.
- 14.6 All lots, if any, and items shall 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 Procurement 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 qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**19. Period of
Validity of Bids**

- 19.1 Bids shall remain valid until the date **specified in the BDS**. A bid valid for a shorter date shall be rejected by the 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 Lanka Rupees, and shall:

- (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
- (b) be issued by an institution acceptable to the Purchaser. The acceptable institutes are published in the NPA website, 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 Sub-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 Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub- Clause 19.2; or
- (b) if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
- (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 42;

(ii) furnish a Performance Security in accordance with ITB Clause 43.

21. Format and Signing of Bid

- 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. Signature Authorization shall be submitted as **specified in the BDS.**
- 21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

- 22.1 Bidders may always submit their bids by mail or by hand.
- (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.
- 22.3 Alternative methods of bid submission, as **specified in the BDS**

- 23. Deadline for Submission of Bids**
- 23.1 Bids shall 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 Procurement 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 shall accompany the respective written notice. All notices shall 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 publicly, either virtually and/or physically, 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 "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid- Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub- Clause 24.1.
- 26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

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 Procurement 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 Procurement 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 Procurement 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.

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| <p>31. Preliminary Examination of Bids</p> | <p>31.1</p> <p>31.2</p> | <p>The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.</p> <p>The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.</p> <ul style="list-style-type: none"> (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. |
| <p>32. Examination of Terms and Conditions; Technical Evaluation</p> | <p>32.1</p> <p>32.2</p> <p>32.3</p> | <p>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.</p> <p>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 Procurement Documents have been met without any material deviation or reservation.</p> <p>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.</p> |
| <p>33. Conversion to Single Currency</p> | <p>33.1</p> | <p>If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.</p> |

- 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 Procurement 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.

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| 36. Comparison of Bids | 36.1 | The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35. |
| 37. Post qualification of the Bidder | 37.1 | The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily. |
| | 37.2 | The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18. |
| | 37.3 | An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. |
| 38. 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 Procurement Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| | 39.2 | Other factors, if specified in the BDS . |
| | 39.3 | Standstill period and Appeals as specified in the BDS . |
| 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 Procurement 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 Sub-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 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.

**44. Public Contract
Registration**

44.1 Bidders (both local/foreign) shall register with the Department of the Registrar of Companies-Sri Lanka, in accordance with the Public Contracts Act. No. 03 of 1987, for any public contract valued at over Sri Lankan Rupees Five million (LKR 5,000,000.00). The registration requirements are as follows:

- a. An agent, sub-agent, representative, or nominee must be registered prior to the bid/tender closing.

If the tender applicant and the tenderer are the same entity, registration must be completed before the award of the tender.

44.2 Purchaser will verify this registration during the preliminary evaluation of bids. Failure to meet this requirement will result in bid rejection.

44.3 For registration, contact the Department of Registrar of Companies are **specified in the BDS**

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	<p>The Purchaser is: Chairman/Managing Director Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.</p> <p>The name and identification number of the Contract are: Supply & Delivery of 02 Brand New Motor Coaches Bid No: KPR/58/2025</p>
ITB 2.1	The source of funding is: Ceylon Petroleum Storage Terminals Limited
ITB 4.2 (c)	A local firm acting as the authorized agent for more than one motor coach manufacturer or their authorized export agents abroad shall obtain separate authorizations from each principal to represent them and shall submit separate bids using separate sets of procurement documents purchased from the Purchaser. Each such bid must be accompanied by a separate bid security.
ITB 4.4	Not Allowed
ITB 5.1	The vehicles shall be supplied as per the technical specifications stated in Section V Schedule of Requirements.
B. Contents of Procurement Documents	
ITB 7.1	<p>For <u>Clarification of bid purposes</u> only, the Purchaser's address is:</p> <p>Attention: Manager Procurement, Address: Ceylon Petroleum Storage Terminals Limited, Procurement Function, New Building, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka. Postal Code : 10600</p> <p>Telephone: +94 11 2572156, +94 11 2547238 Facsimile number: +94 11 2074299 Electronic mail address: procure@cpstl.lk</p>

	C. Preparation of Bids
ITB 11.1 (e)	<p>All bids must include comprehensive details of the items offered. Bidders must provide all documents and information specified in Sections I and II. Failure to submit any required documents or details specified in Section I will result in the bid being rejected.</p> <p><u>Section I</u></p> <p>(a) Proof of Public Contract Registration: as per ITB Clause 44 (<i>if applicable</i>) (<i>The Purchaser will verify registration in the e-ROC system, regardless of whether the PCA-03 certificate is submitted</i>).</p> <p>(b) Signature Authorization: as per ITB Clause 21.</p> <p>(c) Bid Security: A minimum sum of Sri Lankan Rupees Four hundred thousand (LKR 400,000.00), valid until at least 27.03.2026, as per ITB Clause 20.</p> <p>(d) Manufacturer's Authorization Letter: Duly completed, signed, stamped, and dated on the manufacturer's letterhead, as per the ITB Clause 18 and specimen format in Section IV.</p> <p>(e) Schedule of Prices: Original, duly completed, signed, stamped, and dated - as per ITB Clause 12 and Price Schedule in Section IV. Submission of the Schedule of Prices on a Local Supply Basis is mandatory. Bidders may, at their discretion, also submit a Schedule of Prices on a Foreign Supply Basis; however, such submission shall be in addition to, and not in lieu of, the mandatory Local Supply Basis Schedule.</p> <p>(f) Bid Submission Form: Original, duly completed, signed, stamped, and dated - as per ITB Clause 12 and Bid Submission Form (BSF) in Section IV. Submission of the Bid Submission Form on a Local Supply Basis is mandatory. If a bidder submits a Schedule of Prices on a Foreign Supply Basis as an optional offer, the bidder shall also submit a corresponding Bid Submission Form on a Foreign Supply Basis in addition to the mandatory Local Supply Basis Bid Submission Form.</p> <p>(g) Non-collusion Affidavit: Original, duly completed, signed, stamped, and dated - as per ITB Clause 12 specimen format in Section IV.</p> <p><u>Section II</u></p> <p>(h) Bidder Profile & Registration: Detailed profile of the company of the bidder including a valid copy of the Certificate of Incorporation/ Business Registration issued by the relevant authority in the relevant country.</p> <p>(i) Workshop Facilities: Address(es) of workshop(s) where after-sales services will be provided.</p> <p>(j) Manufacturer Profile: Detailed profile of the manufacturer.</p> <p>(k) Export Agent Profile: Detailed profile of the manufacturer's accredited export agent abroad (<i>if applicable</i>).</p> <p>(l) Technical Literature: Original, internationally published descriptive and illustrative catalogues, including available body colors and patterns of the offered vehicle.</p>

	<p>(m) Special Tools: List of recommended special tools required for fitting, dismantling, or adjusting, to be supplied with the vehicle.</p> <p>(n) Past Supply Records: Documentary proof of supplies of similar make and model (or earlier version) for at least past ten (10) years in Sri Lanka, including purchase orders and reference details. Failure to submit these may result in bid rejection.</p> <p>(o) Technical Specifications: Completed Technical Specifications as outlined in Section V – Technical Specifications. Any variations or deviations from the specifications must be clearly indicated.</p> <p>(p) Compliance/Deviations Sheet: Completed Compliance/Deviations sheet, as per Section IV.</p> <p>(q) Tax Certificates: Copies of SSCL and VAT registration certificates (<i>if applicable</i>).</p> <p>(r) Additional Details: All other details and documents as requested under this bid.</p> <p>All documentation, correspondence, catalogues, and literature shall be submitted in English.</p>
ITB 13.1	If a bidder wishes to submit alternative or multiple offers, each offer must be submitted as a separate bid. Alternative or higher-value offers not submitted as separate bids will be rejected.
ITB 14.7	Additional services provided by the bidder not covered in this procurement document, shall be stated clearly. If no exceptions are stated, the Purchaser would assume that the bidder conforms to most stringent conditions of the procurement document.
ITB 14.8	<p>a) Local Supply Basis - (Schedule of Prices-Mandatory)</p> <p>(i) Offered Prices shall be in the form of “Schedule of Prices” as in the procurement document and the bidder is required to duly sign and return the same.</p> <p>(ii) Bidders should submit their bids in Sri Lankan Rupees (LKR).</p> <p>(iii) In case the Procurement Committee accepts a Local Supply basis offer, supplier shall arrange the custom clearance and cover the cost of clearance, customs duties at the Port of Colombo, other government levies in Sri Lanka and delivery charges from Colombo port to the Purchaser.</p> <p>(iv) The supplier shall undertake the registration of the vehicles at Department of Motor Traffic, Sri Lanka on his own expense and the motor coaches shall be delivered to the purchaser after such registration.</p> <p>b) Foreign Supply Basis - (Schedule of Prices-Optional)</p> <p>(i) Offered Prices shall be in the form of “Schedule of Prices” as in the procurement document and the bidder is required to duly sign and return the same.</p> <p>(ii) Bidders are requested to submit their bids (except local charges) in any single internationally accepted foreign currency (i.e. USD,</p>

	<p>Sterling Pounds, Euro, Japanese Yen, etc.,) which can be converted in to Sri Lankan Rupees.</p> <p>(iii) Details of other local charges (if any), along with all applicable taxes in Sri Lanka Rupees, shall be disclosed in the appropriate column of the schedule of prices.</p> <p>(iv) In case the Procurement Committee accepts a Foreign Supply basis offer, supplier shall make necessary arrangement for clearance of the vehicles from the port & delivery to CPSTL, in case he/she offered prices on foreign supply basis. Purchaser shall bear official charges of custom duty, fiscal levies and other tariff which will be paid directly to the Director General of Customs and should not be included to the bid price.</p> <p>(v) The supplier shall undertake the registration of the vehicles at Department of Motor Traffic, Sri Lanka on his own expense and the motor coaches shall be delivered to the purchaser after such registration.</p> <p>Bids not submitted on the prescribed form and in the manner required are liable for rejection.</p>
ITB 15.1	The Bid shall be quoted in Sri Lankan Rupees (LKR).
ITB 18.1 (b)	After-sales services shall be provided at the workshop(s) of the authorized agent
ITB 18.1 (d)	<p>Bids from accredited agents representing manufacturers will only be considered if accompanied by a Letter of Manufacturer's Authorization. This letter must authorize the agent to:</p> <ol style="list-style-type: none"> 1. Bid on behalf of the manufacturer. 2. Enter into a binding contract on behalf of the manufacturer. 3. Fulfil all terms and conditions of the contract if the bid is successful. <p>Format: Specimen format in Section IV.</p> <p>Conditions:</p> <p>(a) Bidder must provide the Letter of Manufacturer's Authorization as per Specimen format in Section IV from the manufacturer. They must also submit a Letter of Authorization from the manufacturer's accredited export agent abroad, if applicable.</p> <p>(b) For offers submitted on a Foreign Supply Basis, the contract shall be signed with the bidder; however, the Purchase Order shall be placed and the Letter of Credit (L/C) opened in favour of the principal supplier (manufacturer or the manufacturer's accredited export agent abroad).</p> <p>Failure to provide the required Letter of Manufacturer's Authorization at the time of bid submission, or failure to meet the specified requirements, will result in the bid being rejected.</p>

	Note: Nomination of an agent after bid submission will not be accepted, and the declared principal or beneficiary cannot be changed at any time.
ITB 19.1	The bid must remain valid for acceptance until 27.02.2026 .
ITB 20.1	<p>Each bid must be accompanied by a bid security to ensure that the offer remains valid for the specified period and is not withdrawn during that time. The bid security can be provided in one of the following forms for a minimum amount as specified in ITB Clause 20.2:</p> <ol style="list-style-type: none"> I. Bank Draft: Issued by a recognized commercial bank II. Bank Guarantee/Counter Guarantee: Issued by a recognized commercial bank <i>Above bank/institution must be approved by the Monetary Board of the Central Bank of Sri Lanka and the guarantee must be payable to the Purchaser on demand.</i> III. Direct Deposit (in LKR only): To the Purchaser's bank account (details below). A payment receipt (bank slip) must be submitted with the bid. The reference details [Bidder's Name, Bid Number: KPR/58/2025] should be included in the receipt. The award must be credited to the Purchaser's account on or before the bid closing time. <p style="text-align: center;"><u>Purchaser's bank account details</u> Ceylon Petroleum Storage Terminals Ltd A/C No.004-1-001-9-0208672 Corporate Banking Division People's Bank.</p> <p>The bid security must be unconditionally encashable on demand by the Purchaser and remain valid until the specified date in ITB Sub-Clause 20.2.</p> <p>In the case of a bank guarantee, it must adhere closely to the specimen format in Section IV.</p> <p><i>Failure to provide the bid security as specified and in the required format (for bank guarantees) by the bid closing time will result in the bid being rejected.</i></p> <p>In exceptional circumstances, the DPC may request an extension of the bid security validity as described in ITB Sub-Clause 19.2. Bidders who do not agree to an unconditional extension will have their bids rejected without forfeiting the bid security.</p> <p>Bid securities of unsuccessful bidders will be returned after the award of the contract to the successful bidder. The bid security of the successful bidder will be returned only after the performance security has been received.</p>

ITB 20.2	<p>The amount of the Bid Security shall be: for a minimum amount of Sri Lankan Rupees Four hundred thousand (LKR 400,000.00).</p> <p>The bid security must be unconditionally encashable on demand by the Purchaser and remain valid until at least 27.03.2026.</p>
ITB 21.2	<p>All bids must be signed by an authorized representative of the bidder, supported by appropriate documentation (Power of Attorney, Board Resolution, etc.).</p> <p>Specific signing requirements are as follows:</p> <ul style="list-style-type: none"> • Joint Ventures: JV Agreement or Letter of Intent must be submitted. • Sole Proprietorships: Signed by the sole proprietor. • Partnerships: If not signed by all partners, an authorization letter from non-signing partners must be provided. • Limited Liability Companies: Signed by a duly authorized individual or director. <p><i>Failure to submit the required signing authorization at the time of bid submission or before the bid closing date, in accordance with the specified requirements, shall result in the rejection of the bid.</i></p>
	D. Submission and Opening of Bids
ITB 22.2 (c)	<p>The inner and outer envelopes shall bear the following identification marks:</p> <p>Procurement: Supply & Delivery of 02 Brand New Motor Coaches</p> <p>Number: Bid No: KPR/58/2025</p>
ITB 22.3	<p>If bidders are unable to submit the bids by mail or by hand, they may submit a scanned copy of the duly completed procurement documents in PDF format via email to tenders@cpstl.lk to reach the Purchaser no later than the date and time specified in ITB Sub-Clause 23.1, subject to the following conditions:</p> <ol style="list-style-type: none"> 1. Submission of the bid via email is at the bidder's own discretion. 2. If the bidder intends to submit a bank guarantee or bank draft as the bid security (instead of a direct deposit to the Purchaser's bank account), the original bank guarantee/draft must be sent or hand-delivered to the address no later than the date and time specified in ITB Sub-Clause 23.1. 3. The name and identification number of the contract as indicated in the ITB Sub-Clause 1.1, must be indicated as the subject of the email. 4. The size of an email (including attachments) must not exceed 20 MB. If the attachment exceeds 20 MB, the bidder must split the attachments and send them as separate emails (e.g., 01 of 03, 02 of 03, and 03 of 03). 5. Direct links to external sites or shared folders (e.g., Google Drive; One Drive) are strictly prohibited.

	<p>6. Do not CC or BCC any other official or personal email IDs of the Purchaser's staff.</p> <p>7. Emails should be sent well in advance to allow the Purchaser sufficient time to print and deliver the bids to the bid opening table on time.</p> <p>8. The original bid document must be securely kept and submitted to the Manager Procurement upon request. However, the original bid document will only be used for filing purposes and not for verification against the e-bid.</p>
ITB 23.1	<p>For bid submission purposes, the Purchaser's address is:</p> <p>Attention: The Chairman, Department Procurement Committee (Minor)</p> <p>Address: C/o Manager Procurement Ceylon Petroleum Storage Terminals Limited Procurement Function 01st Floor, New Building Kolonnawa Wellampitiya. Postal Code : 10600</p> <p>The deadline for the submission of bids is: Date: 28.11.2025 Time: 1400 hrs.</p>
ITB 26.1	<p>The bid opening shall take place at:</p> <p>Address: Office of Manager Procurement Ceylon Petroleum Storage Terminals Limited Procurement Function 01st Floor, New Building Kolonnawa Wellampitiya Sri Lanka.</p> <p>Date: 28.11.2025 Time: 1400 hrs.</p> <p>Virtual meeting link will be provided to the bidders who have obtained the procurement documents.</p>
	E. Evaluation and Comparison of Bids
ITB 34.1	Not Applicable
ITB 35.3(d)	Not Applicable
ITB 35.4	The following factors and methodology shall be used for evaluation:

	<p>The DPC will conduct a detailed evaluation to assess whether the technical and financial aspects of the bids meet the specified requirements. This evaluation will follow the preliminary examination.</p> <p>The detailed evaluation methodology shall include:</p> <p>TECHNICAL REQUIREMENTS:</p> <p>(a) Compliance Check: Bids will be evaluated for conformity with the Technical Specifications provided in Section 03 of the Procurement Document, including the information and details requested under ITB Sub-Clause 1.6.</p> <p>(b) Past Supply Records: The offered vehicle make and model, or its earlier version, shall have been operating in Sri Lanka for at least past ten (10) years as of the bid closing date. Any make or model that does not meet this requirement shall be rejected.</p> <p>FINANCIAL EVALUATION:</p> <p>(a) Eligibility for Financial Evaluation: Only bids deemed substantially responsive will proceed to financial evaluation.</p> <p>(b) Currency Conversion: For bids on a Foreign Supply Basis, prices quoted in foreign currencies will be converted to Sri Lankan Rupees using the Selling Exchange Rate determined by the Central Bank of Sri Lanka prevailing on the date of bid opening for comparison and evaluation purpose.</p> <p>(c) Cost Consideration: Evaluation will be based on the total Delivered at Site (DAS) price.</p> <p>(d) Evaluation Basis: The DPC reserves the right to evaluate bids on an item-wise or lump-sum basis and may issue split orders or a single order based on the economic benefit to the Purchaser, provided such split orders are acceptable to the selected bidder(s).</p> <p>(e) Part Supply: Bids offering part supply of items may be rejected, depending on the nature of the requirement.</p> <p>(f) Additional Factors: The following factors will also be considered in the evaluation:</p> <ul style="list-style-type: none"> i. Delivery schedule ii. Availability of after-sales services
ITB 35.5	Not Applicable
	F. Award of Contract
ITB 39.2	<p>In case, The Procurement Committee accepts a bid on a Foreign Supply basis, the agreement shall be signed with the bidder. In such scenario purchase order shall be placed and the L/C shall be opened in favour of the principal supplier (Manufacturer/Manufacturer authorized export agent abroad) and DPC reserves the right to award the Contract and place the order on either of,</p> <p>(a) FOB (Free on Board) basis and to arrange freight through Ceylon Shipping Corporation Limited (CSCL) or their nominated freight forwarder and arrange marine insurance through any government approved local insurance company or,</p>

	<p>(b) CFR (Cost and Freight) basis <i>(Supplier must submit a copy of the freight payment receipt from the freight agent at the time of shipment to confirm the freight charges quoted in the bid)</i> and to arrange marine insurance through any government approved local insurance company or,</p> <p>(c) CIF (Cost, Insurance, and Freight) basis: <i>(Supplier must submit a copy of the freight payment receipt from the freight agent at the time of shipment to confirm the freight charges quoted in the bid)</i></p>
ITB 39.3	<p>STANDSTILL PERIOD & APPEALS</p> <p>(a) Intension to award the contract: The Purchaser shall notify unsuccessful bidders in writing, either by post and/or email, regarding the Purchaser's intention to award the contract to the successful bidder.</p> <p>(b) Standstill Period: There shall be a minimum interval of ten (10) working days between the submission date of the Purchaser's notification of the intention to award the contract to the successful bidder and the actual award of the contract. This interval is referred to as the Standstill Period.</p> <p>(c) Debriefing for Unsuccessful Bidders: Unsuccessful bidders may request a debriefing from the Purchaser in writing, either by post and/or email, no later than the third (3rd) working day of the Standstill Period. The Purchaser shall conclude the debriefing process no later than the fifth (5th) working day of the Standstill Period.</p> <p>(d) Submission of Appeals: Any bidder, whether successful or unsuccessful, who wishes to appeal the contract award decision must submit a written appeal to the Chairman, Department Procurement Appeal Committee (DPAC) before the expiry of the Standstill Period.</p> <p>Each appeal must be accompanied by a non-refundable cash deposit of Sri Lanka Rupees Ten Thousand (LKR 10,000/=), which shall be paid to the Purchaser. The payment receipt must be submitted along with the appeal. The DPAC shall only consider appeals supported by proof of such deposit.</p> <p>All appeals must be hand-delivered to the Purchaser, and an acknowledgment of receipt must be obtained.</p> <p>It is the sole responsibility of the appellant to ensure that the appeal includes all relevant supporting documents to substantiate the grievance.</p>
ITB 44.3	<p>For registration, contact the Department of Registrar of Companies at:</p> <ul style="list-style-type: none"> • Address: "Samagam Medura", No. 400, D R Wijewardena Mawatha, Colombo 10 • Tel.: +94-11-2689208 / +94-11-2689209 • Email: registrar@drc.gov.lk <p>(Note: Contact details may change, and the Purchaser is not responsible for any discrepancies.)</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.

Contents

1. Evaluation Criteria (ITB 35.4)
2. Post qualification Requirements (ITB 37.2)

DUPLICATE

1. Evaluation Criteria (ITB 35.4)

The DPC will conduct a detailed evaluation to assess whether the technical and financial aspects of the bids meet the specified requirements. This evaluation will follow the preliminary examination.

The detailed evaluation methodology shall include:

TECHNICAL REQUIREMENTS:

- (c) **Compliance Check:** Bids will be evaluated for conformity with the Technical Specifications provided in Section 03 of the Procurement Document, including the information and details requested under ITB Sub-Clause 1.6.
- (d) **Past Supply Records:** The offered vehicle make and model, or its earlier version, shall have been operating in Sri Lanka for at least past ten (10) years as of the bid closing date. Any make or model that does not meet this requirement shall be rejected.

FINANCIAL EVALUATION:

- (g) **Eligibility for Financial Evaluation:** Only bids deemed substantially responsive will proceed to financial evaluation.
- (h) **Cost Consideration:** Evaluation will be based on the total Delivered at Site (DAS) price.
- (i) **Evaluation Basis:** The DPC reserves the right to evaluate bids on an item-wise or lump-sum basis and may issue split orders or a single order based on the economic benefit to the Purchaser, provided such split orders are acceptable to the selected bidder(s).
- (j) **Part Supply:** Bids offering part supply of items may be rejected, depending on the nature of the requirement.
- (k) **Additional Factors:** The following factors will also be considered in the evaluation:
 - iii. Delivery schedule
 - iv. Availability of after-sales services

2. Post qualification Requirements (ITB 37.2)

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.

DUPLICATE

Section IV. Bidding Forms

Contents

Bid Submission Form 1 - Local Supply Basis (Mandatory)

Bid Submission Form 2 – Foreign Supply Basis (Optional)

Non-Collusion Affidavit

Price Schedule – Local Supply Basis (Mandatory)

Price Schedule – Foreign Supply Basis (Optional)

Bid Security (Guarantee)

Manufacturer's Authorization

Compliance/Deviation Sheet

Bid Submission Form-BSF 1 - Local Supply Basis (Mandatory)

[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: Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa, Wellampitiya.

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Procurement Documents, including Addenda No.: [insert the number and issuing date of each Addenda];

(b) We offer to supply in conformity with the Procurement Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services; 02 Brand New Motor Coaches.

(c) The total price of our Bid without VAT, including any discounts offered is:

.....

..... *[insert the total bid price in words]*

..... *[insert the total bid price in figures];*

(d) The total price of our Bid including VAT, and any discounts offered is:

.....

..... *[insert the total bid price in words];*

..... *[insert the total bid price in figures];*

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1,

and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(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 4.2;

(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 Commission;

(i) 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.

(j) 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]*

Bid Submission Form-BSF 2 – Foreign Supply Basis (Optional)

[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: Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa, Wellampitiya.

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Procurement Documents, including Addenda No.: [insert the number and issuing date of each Addenda];

(b) We offer to supply in conformity with the Procurement Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services; 02 Brand New Motor Coaches.

(c) The total price of our Bid with foreign currency (.....), including any discounts offered is:

.....
.....[insert the total bid price with foreign currency in words]

..... [insert the total bid price with foreign currency in figures];

(d) Local Charges in LKR without VAT (if applicable), including any discounts offered is:

..... [insert the Local Charges in LKR without VAT in words];

..... [insert the Local Charges in LKR without VAT in figures];

(e) Local Charges in LKR with VAT (if applicable), including any discounts offered is:

..... [insert the Local Charges in LKR with VAT in words];

..... *[insert the Local Charges in LKR with VAT in figures];*

- (f) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) 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;
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) 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 Commission;
- (j) 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.
- (k) 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]*

Non-Collusion Affidavit

SUPPLY & DELIVERY OF 02 BRAND NEW MOTOR COACHES – KPR/58/2025

Iofas the tenderer or agent (bearing NIC No.) hereby solemnly, sincerely, and truly declares and affirms/makes an oath and states as follows;

- a) That I have not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership representing me, entered into any combination, collusion, or similar agreement with any person in connection with the price to be tender;
- b) That I or anyone representing me has not taken any step whatsoever to prevent any person from tendering, nor to induce anyone to refrain from tendering; and
- c) That this tender is made without reference to any other tender and without any agreement, understanding, or combination with any other person in reference to this tender.

I 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 in connection with the submission of this tender.

I accept full responsibility for ensuring the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the tender process and fully comply with the applicable Procurement Guidelines.

I hereby affirm, under the penalties for perjury, that all statements made by me in this affidavit are true and correct.

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

Signature of bidder on this day of 2025 at

NIC No:

BEFORE ME,

JUSTICE OF THE PEACE/COMMISSIONER OF OATHS

Official Seal:

Price Schedules – Local Supply Basis (Mandatory)

[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.]

Table 1.1 (Mandatory)					
Item	Item Description	Unit	Qty.	Unit Price	Total Price
1	Brand New Motor Coaches	Ea	02		
Total Value excl. Taxes					
SSCL <i>(If applicable)</i>					
Total Value excl. VAT		In figures:			
		In words:			
VAT <i>(If applicable)</i>					
VAT Registration No.					
Total Value incl. Taxes					

"If any taxes are not mentioned separately such taxes will be considered as not relevant for the bid"

"Copies of SSCL and VAT registration certificates (if applicable)"

Price Schedules – Foreign Supply Basis (Optional)

[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.]

Table 1.2 (Optional)					
Item	Item Description	Unit	Qty.	Unit Price (currency.....)	Total Price (currency.....)
1	Brand New Motor Coaches	Ea	02		
Total Item Value					
Other FOB Charges					
Total FOB					
Sea Freight charges					
Total CFR					
Marine Insurance charges					
Total CIF		In figures:			
		In words:			

Table 1.3 (Optional)					
Item	Item Description	Unit	Qty.	Unit Price (LKR)	Total Price(LKR)
1	Other Local Charges <i>(Including cost of vehicle registration, Pre-delivery services etc. (LKR)</i>	Ea	02		
Total Local Charges excl. Taxes					
SSCL <i>(If applicable)</i>					
Total Local Charges excl. VAT					
VAT <i>(If applicable)</i>					
VAT Registration No.					
Total Local Charges incl. Taxes					

"If any taxes are not mentioned separately such taxes will be considered as not relevant for the bid"

"Copies of SSCL and VAT registration certificates (if applicable)"

Product Origin	
Country of Manufacture	
Year of Manufacture	
Make	
Model	
Country & Port of Loading	

Details of the Manufacturer

Name of the Manufacturer :

Country of the Manufacturer :

Address :

.....

Details of the Principal/Beneficiary *(In case, offers Foreign Supply basis option)*

Name of the Principal/Beneficiary :

Country of the Principal/Beneficiary :

Address :

.....

Details of the Bidder

Name of the Bidder :

Address :

.....

.....

Telephone: Mobile: E-mail:

Signature of the Bidder: **Date:**..... **(Common Seal)**

Bid Guarantee

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

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

Beneficiary: Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa, Wellampitiya.

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 the Contract]* under Invitation for Bids No. KPR/58/2025 ("the IFB").

Furthermore, we understand that, according to your conditions, Bids shall 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 shall be received by us at the office on or before that date.

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

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.: KPR/58/2025

To: Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa, Wellampitiya.

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]*

Compliance/Deviation Sheet

Please mark "✓" if complied with the tender requirement or mark "X" if there is any deviation and indicate the deviation in the cage provided.

S/N	Requirement/Condition	Complied	Deviations
01.	Public Contract Registration (Certificate PCA-03) as per ITB Clause 44, submitted <i>(if applicable)</i>		
02.	Signature Authorization as per ITB Sub-Clause 21.2, submitted		
03.	Bid Security as per ITB Clause 20, submitted		
04.	Letter of Manufacturer's Authorization as per ITB Clause 18 and form in Section V, submitted		
05.	Duly filled, stamped & signed Price Schedule as per ITB Clause 14, submitted		
06.	Duly filled, stamped & signed Bid Submission Form as per ITB Clause 12 and "BSF" in Section IV, submitted		
07.	Compliance with Contract Agreement as per ITB Clause 42, in case of award		
08.	Compliance with Performance Security as per CC Clause 17, in case of award		
09.	Compliance with Terms of Payment as per CC Clause 15, in case of award		

Signature of the Bidder:

Date:

(Common Seal)

Section V. Schedule of Requirements

Contents

List of Goods and Delivery Schedule

Technical Specifications

Duplicate

List of Goods and Delivery Schedule

LIST OF GOODS

List of goods and relevant specifications are mentioned in the Price Schedules in Section IV.

DELIVERY SCHEDULE

No.	Final Destination for supply	Delivery Date	
		Purchaser's requirement	Bidder's Offer
1.	CPSTL-Oil Installation, Kolonnawa	within sixteen (16) weeks from the date of receipt of the Purchase Order.	

(Shorter delivery periods are most welcome. However, bidders shall indicate the period within which the items could be delivered.)

Technical Specifications

Specification for the supply & delivery of 02 brand new motor coaches

1. General Requirements

- 1.1** The motor coaches offered shall be brand new, unused, of the latest production year, and manufactured to comply with the requirements of the Motor Vehicle Registration of Sri Lanka and the emission standards stipulated by the Ministry of Environment.
- 1.2** The make and model, or an earlier version of the offered vehicle, shall have been operating in Sri Lanka for at least past ten (10) years as of the bid closing date.
- 1.3** The supplier shall be responsible for registration of the vehicles in Sri Lanka and delivery free of charge to the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa.
- 1.4** Each vehicle shall be supplied with all standard tools, accessories, manuals, and equipment necessary for normal operation.

2. Technical Specifications

	Description	CPSTL Requirement	Compliance (Yes/No) <i>*If no Please mention the deviation</i>
2.1	Engine	Four Cylinder in line four stocks water cooled turbo charger inter cooler common rail Diesel engine displacement not less than 4000CC output not less than 90 K.W rated R.P.M. and max torque not less than 320 Nm rated R.P.M	
2.2	Emission Standard	Over EURO IV	
2.3	Air Conditioning	Control – Auto/manual, Distribution – Inter grated roof ducts throughout cabin	
2.4	Engine Position	Front	
2.5	Seating Capacity	Not less than 28 and should not more than 30 high back compatible fabric seats and adjustable driving seats and seats should lay out 2 X 1	

2.6	Doors & Windows	Pneumatic outside sliding door with Buzzer L/S & sliding all windows	
2.7	Clutch	Hydraulic control, dry single plate with diaphragm or spring type pressure plate	
2.8	Transmission	Five speed synchronized manual gear box & reverse gear with floor board or dash board type shifting level	
2.9	Suspension	Front: Independent suspension Rear: Leaf Spring with telescopic shock absorbers	
2.10	Brake	Anti-lock Hydraulic brake system with front ventilated discs, rear drum brake system	
2.11	Steering	Power steering with tilt telescope adjustable steering wheel	
2.12	Wheelbase	Not less than 3500 mm and not more than 3800 mm	
2.13	Ground Clearance	Not less than 175 mm	
2.14	Overall Width	Not less than 1800 mm and not more than 2100 mm	
2.15	Overall Height	Not less than 2400 mm and not more than 2700 mm	
2.16	Overall Length	Not less than 6500 mm and not more than 7000 mm	
2.17	Turning Radius	Not less than 6000 mm	
2.18	Safety Features	All seats to be provided with safety seat belts & Air bags (Front D+P)	
2.19	Other Features	<ul style="list-style-type: none">• Factory Fitted Fog lamps and Reverse Camera• Factory Fitted AM/FM Radio USB with Bluetooth® and auxiliary connectivity• Integrated luggage racks• Window curtains• Spare wheel, wheel brush, Hydraulic Jack and handle, tool kit etc.• Mud Covers• Charging Power Outlets	

3. After-Sales, Warranty, and Service Requirements

- 3.1 Supplier shall provide the address and contact details of the local workshop where after-sales services will be carried out.
- 3.2 Supplier shall provide one (01) set of User Manual, workshop manuals and spare parts catalogues in English for each vehicle free of charge.
- 3.3 Supplier shall provide a minimum warranty covering manufacturing defects, and shall perform three (03) free services.
- 3.4 Manufactures Warranty for First 100,000 km or 3 years which ever come first. Any component failing within the warranty period due to manufacture defect shall be repaired or replaced free of charge by the manufacturer/supplier.
- 3.5 The supplier shall have local workshop facilities capable of executing engine overhauls and all major repairs.
- 3.6 Spare parts for the offered model shall be available for a period of ten (10) years from the date of purchase.
- 3.7 A list of special tools required for maintenance and repairs shall be provided with the vehicle.

4. Documentation and Submission Requirements

- 4.1 Bidder shall attach a completed Compliance Sheet for each specification item.
- 4.2 The following details shall be clearly indicated in the offer:
 - Product Origin
 - Country of Manufacture
 - Year of Manufacture
 - Make and Model
- 4.3 Product literature/catalogues, available body colours, and pattern details shall be submitted in English along with the bid.

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 fulfilment 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) "Purchaser's Administrator to the Contract" means the person **named in the Contract Data**, who is responsible for administering and supervising the execution of the Contract.
- (j) "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.
- (k) "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.
- (l) "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.
- (m) "The Project Site," where applicable, means the place **named in the Contract Data**.

- 2. Contract Documents**
- 2.1. Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3. Fraud and Corruption**
- 3.1. 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, non-competitive 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 fulfilment 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 Contract Data**. 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 Contract Data**.

13.Supplier's Responsibilities 13.1. The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.

14.Contract Price 14.1. Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

15.Terms of Payment 15.1. The Contract Price, shall be paid as **specified in the Contract Data**.

15.2. The Supplier's request for payment shall be made to the 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 fulfilment 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
Duties**

and

- 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 Contract Data**, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.
- 17.2. The proceeds of the Performance Security shall be payable to the 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 Contract Data**, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser **in the Contract Data**, 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 Data**.

23. Insurance

23.1. Unless otherwise **specified in the Contract Data**, 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 Contract Data**, 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 Contract Data**.

25.2. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as **specified in the Contract Data**. Subject to CC Sub-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 bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

25.4. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the 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 comply with the technical specifications codes

and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 25.6. The Supplier shall provide the 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 Contract Data**. 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 Contract Data**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination **indicated in the Contract Data**.
- 27.4. The 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 Contract Data**, 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 Contract Data**, 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, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
 - (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or

combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 28.2. If any proceedings are brought or any claim is made against the 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, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability

- 29.1. Except in cases of criminal negligence or wilful 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 shall 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. Contract Data

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

CC 1.1(h)	The Purchaser is: The Chairman/Managing Director, Ceylon Petroleum Storage Terminals Limited
CC 1.1(i)	The Purchaser's Administrator to the Contract is: Manager Corporate Affairs, CPSTL
CC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are: CPSTL Oil Installation, Kolonnawa, Wellampitiya.
CC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Attention: Manager Procurement Address: Ceylon Petroleum Storage Terminals Limited Procurement Function 01st Floor, New Building Kolonnawa Wellampitiya Sri Lanka. Postal Code : 10600</p> <p>Telephone: +94 11 2572156/ +94 11 2547238 Facsimile number: +94 2074299 Electronic mail address: procure@cpstl.lk</p>
CC 12.1	<p>Details of Shipping and other Documents to be furnished by the Supplier on Foreign Supply basis bids are;</p> <p>Immediately after the consignment has been shipped, the supplier must send an email to procure@cpstl.lk providing the name of the vessel along with relevant shipping details.</p> <p>Additionally, within five (05) days of the Bill of Lading issuance, a complete set of the following shipping documents must be emailed to procure@cpstl.lk:</p> <ol style="list-style-type: none"> 1. Bill of Lading (B/L): Clean on board, indicating whether freight is prepaid or to be collected (as per the award), made in favor of the Sri Lankan bank nominated by the Purchaser, with Colombo as the destination, and Ceylon Petroleum Storage Terminals Limited as the notifying party. 2. Commercial Invoice: Detailing the FOB, Marine Insurance, Sea Freight, and CIF values separately in accordance with INCOTERMS 2020 (as per the award). 3. Packing List.

	<p>4. Manufacturer's Certificate: Confirming that the shipped items were manufactured by the supplier, including the Country of Origin.</p> <p>5. Freight Payment Receipt: From the freight agent, applicable if the shipment is dispatched on a CFR/CIF basis.</p> <p>Responsibility for Documentation: It is the responsibility of the supplier to submit the shipping documents complied with payment terms to the bank & make them available at the nominated bank in Sri Lanka in time to clear the cargo from customs & airport/harbour. However, in case of cargo demurrage/detention charges/shipping guarantee charges incurred due to delay in submitting shipping documents, the supplier is held liable for such charges & the supplier should bear such costs incurred to the Purchaser within fourteen (14) days of receipt of a claim with supporting documents from the Purchaser.</p>
CC 15.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>A: Local Supply Basis Payment will be made in Sri Lankan Rupees within one (01) month after the successful completion of the order, in accordance with the contract terms.</p> <p>Additional Conditions:</p> <p>(i) Advance payment for this Contract can be a maximum of thirty percent (30%) of the contract value, subject to acceptable unconditional on demand advance payment guarantee is submitted via following a bank.</p> <ul style="list-style-type: none"> • A commercial bank operating in Sri Lanka approved by the Central Bank of Sri Lanka Or • A bank based in another country, backed by a commercial bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka <p>Acceptable Advanced Payment Guarantee shall be valid for a period of six (06) months beyond the date of delivery.</p> <p>B: Foreign Supply Basis Payment shall be made via an irrevocable, non-transferable Letter of Credit (L/C) issued to the principal Supplier. The payment terms are as follows:</p> <p>(a) 90% of the L/C Value: To be paid at sight upon presentation of required shipping documents.</p> <p>(b) 10% of the L/C Value: To be released upon the successful completion of the order, in accordance with the terms and conditions of the contract.</p>

	<p>Charges:</p> <ul style="list-style-type: none"> (a) Any bank charges incurred due to amendments to L/C terms at the Supplier's request shall be borne by the Supplier/beneficiary. (b) L/C opening charges shall be borne by the Purchaser/applicant, while all other charges outside the country are to be borne by the Supplier/beneficiary. If the Supplier/beneficiary requires a confirmed L/C, the confirmation charges shall be borne by the Supplier/beneficiary. However, Purchaser does not guarantee the issuance of a confirmed L/C. (c) Upon request, Purchaser will provide details of the L/C issuing bank in Sri Lanka. <p>L/C Draft:</p> <ul style="list-style-type: none"> (a) Purchaser will provide a draft L/C for the Supplier's/beneficiary's approval before transmission. The Supplier/beneficiary must confirm or request adjustments within three (03) working days from the receipt of the draft. <p>Pro Forma Invoice: For timely processing of the Import License and establishment of the L/C, the following details must be included in the Pro Forma Invoice:</p> <ul style="list-style-type: none"> 1. Pro Forma Invoice Number, Date, Supplier's Address & Contact Details. 2. Country of Origin and Manufacture. 3. Country & Port of Shipment. 4. Harmonized System (HS) Number. 5. Bank Account Details of the Declared Principal/Beneficiary. 6. Name, Address, SWIFT/IBAN/Sort Code of the Bank for L/C Negotiation. 7. Latest Date of Shipment/Delivery Period. <p>Other Local Charges:</p> <ul style="list-style-type: none"> (a) Charges quoted in Sri Lankan Rupees (if any), along with all applicable taxes, shall be paid to the bidder within one (01) month after the successful completion of the order as per the contract terms. <p>Additional Conditions:</p> <ul style="list-style-type: none"> (a) No payment will be made to a local entity in foreign currency. <p>The name of the declared principal supplier/beneficiary cannot be changed at any time.</p>
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CC 17.1	<p>A Performance Security shall be required.</p> <p>The successful bidder shall provide performance security to ensure the Purchaser is safeguarded against any contract non-performance. Upon receiving the Letter of Award, the bidder is required to submit performance security within fourteen (14) days in one of the following forms:</p> <ul style="list-style-type: none"> (a) A bank draft issued by a recognized commercial bank operating in Sri Lanka, or (b) A bank guarantee/counter guarantee issued by a recognized commercial bank <ul style="list-style-type: none"> (i) The bank shall be and approved bank by the Monetary Board of the Central Bank of Sri Lanka. (ii) This security should be payable to the Purchaser on demand and shall be equivalent to 10% of the total contract value (inclusive of taxes) in Sri Lankan Rupees (LKR) or the quoted foreign currency, (iii) For bank guarantees, they shall conform to the format in Annexure "C.", or (c) A direct deposit to the Purchaser's bank account in Sri Lankan Rupees, equivalent to 10% of the total contract value (inclusive of taxes). Reimbursement of bid securities arranged as direct deposits will only be made in LKR as cheque payments. <p>If the performance security is submitted after the stipulated fourteen (14) days, the order's completion date (delivery date) will be adjusted forward accordingly.</p> <p>Failure to provide a valid performance security within twenty-eight (28) days may result in the cancellation of the award, forfeiture of the bid security, and possible listing of the bidder as a defaulting supplier.</p> <p>The bidder will be liable for any losses, costs, expenses, or damages incurred by the Purchaser due to such failure. The Purchaser reserves the right to make alternative arrangements at the risk and expense of the successful bidder.</p> <p>The official Purchase Order will be released only after receiving the performance security. This security shall be unconditionally encashable on demand by the Purchaser and valid for at least ninety-one (91) days beyond the scheduled delivery date.</p> <p>In exceptional cases, the Purchaser may request an extension of the performance security's validity to meet the delivery schedule.</p>
CC 22.1	Not Applicable
CC 25.1	Not Applicable
CC 25.2	Not Applicable
CC 26.1	The liquidated damages shall be: 0.2% per day
CC 26.1	The maximum amount of liquidated damages shall be: 10%

Section VIII. Contract Forms

Table of Forms

Contract Agreement

Performance Security

Bank Guarantee for Advance Payment

DUPLICATE

Contract Agreement – KPR/58/2025

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- 1) Ceylon Petroleum Storage Terminals Limited a Company dully incorporated under and in terms of Conversion of Public Corporation or Government Owned Business undertaking into Public Companies Act No. 23 of 1987 and registered under the Companies Act No.07 of 2007 under the Company Registration Number PB1221, having its registered office at Nimawa, Kolonnawa, Wellampitiya, Sri Lanka (*hereinafter called and referred to as “the Purchaser” which terms or expression as herein used shall where the context so requires or admits mean and include the said Ceylon Petroleum Storage Terminals Limited, its successors, agents and assigns*) of the one part and,
- 2)a body established under the Companies Act No.07 of 2007 under the Company Registration Numberand having its registered office at(*hereinafter called and referred to as “the Supplier” which terms or expression as herein used shall where the context so requires or admits mean & include the said, its successors, agents and assigns*) as the other part.

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) Contract Data
 - (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
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

.....
Authorized Signature of CPSTL
(Common Seal)

In the presences of witness:

Name :

NIC No :

Signature :

Address :
.....
.....

signed into at on the " day of 2025

FOR AND ON BEHALF OF THE SUPPLIER

.....
Authorized Signature of the Supplier
(Common Seal)

In the presences of witness:

Name :

NIC No :

Signature :

Address :
.....
.....

signed into at on the " day of 2025

Performance Security (Unconditional and On Demand)

[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: Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya.

Date:

PERFORMANCE GUARANTEE No.:

We have been informed that *[name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. KPR/58/2025 dated with you, for the **Supply & Delivery of 02 Brand New Motor Coaches** under Tender (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, 91 days beyond the scheduled completion date]* and any demand for payment under it shall be received by us at this office on or before that date.

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

Seal (where applicable)

Bank Guarantee for Advance Payment (Unconditional and OnDemand)

.....
(Issuing Agency's Name and Address of Issuing Branch or Office)

Beneficiary: Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa

Date:

ADVANCE PAYMENT GUARANTEE NO.:

We have been informed that

..... (Name of Contractor) (hereinafter called "the Contractor") has entered into Contract No. (Reference No. of the Contract) dated With you, for the [name of contract & brief description] (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum..... (amount in figures)..... (amount in words) to be made against an advance payment guarantee.

At the request of the Contractor, we

..... (name of the agency) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (amount in figures) (amount in words) 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 in repayment of the advance payment under the Contract.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor.

This guarantee shall expire on (Insert date, **six (06) months beyond the date of delivery**)

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

.....

Signature(s)