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Ministry of Public Security

Department of Immigration and Emigration

Bidding Document

BID NO: DIE/PRO/02/2026/80

Procurement of Vehicles under the Operational Leasing Method to the Department of Immigration & Emigration.

Department of Immigration and Emigration,
05th Floor,
"Suhurupaya"
Sri Subhuthipura Road
Battaramulla

DIE

CERTIFICATE OF ISSUING OF BID DOCUMENT
(TO BE FILLED BY THE ISSUING OFFICER AT THE ISSUING TIME)

01. Name of the Bidder:…….

02. Contract No:

03.

a. Issued to:…….

b. Address:……..

c. Telephone No: ……. Fax No:……..

d. Email Address: ……

04. Bid Document Charges: **LKR Four Thousand only (4,000.00)**

05. Receipt No:……..

06. Number of Copy Issued: 02 copies (Original& Duplicate)

07. Authorized Issuing Officers'

a. Name: P.H.R.M.M.Abhayawardhana & W.M.C.S.K.Wijesundara.

b. Designation : Deputy Controller(Procurement)

08. Issuing Officer

a. Name: …….
b. Designation:……
c. Signature:……

09. Date of Issue:……..

10. Place of Issue: Procurement Branch.

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CONTENTS

			Page Number
Invitation for Bid			3
Volume 1			
Section Number			Page Number
			From To
Section I	**-**	**Instructions to Bidders(ITB)**	**04 17**
Section VI	**-**	**Conditions of Contract(CC)**	**34 46**
Section VIII	**-**	**Contract Forms**	**48 50**

VOLUME II

Section Number			Page Number From	To
Section II	**-**	**Bidding Data Sheet(BDS)**	**18**	**20**
Section III	**-**	**Evaluation and Qualification Criteria**	**21**	**-**
Section IV	**-**	**Bidding Forms**	**22**	**28**
Section V	**-**	**Schedule of Requirements**	**29**	**33**
Section VII	**-**	**Contract Data**	**47**	**50**

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Democratic Socialist Republic of Sri Lanka
Ministry of Public Security
DEPARTMENT OF IMMIGRATION AND EMIGRATION

INVITATION FOR BIDs
(IFB)

Procurement of Vehicles under the Operational Leasing Method to the Department of Immigration& Emigration
IFB No: DIE/PRO-2/2023/14/Vehicles

1. The Chairman, Department Procurement Committee, Department of Immigration and Emigration invites sealed bids from eligible and qualified bidders for **Procurement of following vehicles under the Operational Leasing Method**

Type of Vehicles	No	Duration
Double Cab	**02**	**24 Months**
Passenger Van (Seats 15)	**02**	**24 Months**

2. Bidding will be conducted through National Competitive Bidding.(NCB)

3. A complete set of Bidding Document in English language can be purchased by interested bidders on submission of a written application to the Deputy Controller (Procurement), Procurement Division, Department of Immigration and Emigration, Wing B, 05th Floor, "Suhurupaya", Sri Subhuthipura Road, Battaramulla, during **working days between 9.00 a.m. and 3.00 p.m. from 15.10. 2026 to 04.11.2026** upon the payment of a non-refundable fee of LKR Four Thousand (4,000/=).The method of payment will be cash.
4. The interested and eligible bidders may obtain further information via 0112 - 101559 during **working days, from 9.00 a.m.to 3.00 p.m.** The Bidding documents can be inspected free of charge from15.10.**2026 to 04.11.2026** also through the department's web site**(www.immigration.gov.lk).**

5. Duly completed bids prepared as "Original" and "Duplicate" should be enclosed in separate envelops and thereafter, these should be inserted in a single envelop and clearly marked with the relevant name of the Contract and the IFB Number on the top left-hand corner of this sealed envelope to the following address and sent by Registered post or shall be deposited in the tender box placed at the indicated address in Para 3,**on or before 04.11.2026 at 2.00p.m**.The Bid shall be **valid up to Ninety One (91) day**s from the deadline of bids submission or any extended date stipulated by the purchaser. Late bids will be rejected. Bids will be opened soon after closing of bids, in the presence of the bidders or their representatives who choose to attend.

Chairman,
Department Procurement Committee,
Department of Immigration and Emigration,
05thFloor, "Suhurupaya",
Sri Subhuthipura Road, Battaramulla

6. A Pre-bid meeting will be held on 27.10.2026 at 14.00 hrs at the, Department of Immigration and Emigration, 05th Floor, "Suhurupaya", Sri Subhuthipura Road, Battaramulla.

Chairman,
Department Procurement Committee,
Department of Immigration and Emigration,
05thFloor, "Suhurupaya",
Sri Subhuthipura Road,
Battaramulla.

Section I

INSTRUCTIONS TO BIDDERS (ITB)

A - General

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

1. SCOPE OF BID

1.1 The purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in section V, Schedule of Requirements. The name and identification number of this procurement are specified in the BDS. The name, identification and number of lots(individual contracts),if any, are provided in the BDS.

1.2 Throughout these Bidding Document:

(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 OFFUNDS

2.1 Payments under this contract will be financed by the source as 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 the 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 officials in the procurement process or in contract execution;

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

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

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

3.3 If the Purchaser found any unethical practices as stipulated under ITB clause, the LESSEE 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 & Services under this contract.

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

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

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

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

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

5 Eligible Goods and Related Services

5.1 All Services 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 & Services supplied shall be complied with other internationally accepted standards.

B - Contents of Bidding Documents

6 Sections of Bidding Documents

6.1 The Bidding Documents consists of two volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause8.

Volume I

Invitation for Bid
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 & Qualification Criteria Section IV-Bidding Forms
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 Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7 Clarification of Bidding Documents

7.1 A Prospective Bidder requesting any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that; Such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause8.

8 Amendment of Bidding Documents

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

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

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

C - Preparation of Bids

9 Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of his bid and the Purchaser shall not be responsible or liable for those costs, regardless o 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, printed brochures and literature etc.) exchanged by the Bidder and the Purchaser shall be in written in English Language.

11 Documents Comprising of Bid

11.1 The Bid shall comprise of the following;

(a) Bid Submission Form and applicable price schedules, in accordance with ITB clauses 12, 14 and15,

(b) Bid Security or Bid-Securing Declaration, in accordance with ITB clause20;

(c) DocumentaryevidenceasperrequirementsinITBclauses18and29thatthe Vehicles and Related Services conform to the Bidding Documents.

(d) Documentary evidence in accordance with ITB clause 18, which confirm the Bidder's qualifications to perform the contract provided that his bid is accepted. and

(e) Other documents, if any, as required by the BDS

12 Bid Submission Form and Price Schedules

12.1 The Bidder shall submit duly signed Bid Submission Form, using the forms furnished in Section IV, Bidding Forms. This forms must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. Bids deviate from this, will be treated as non-responsive and rejected.

13 Alternative Bids

13.1 Alternative bids shall not be considered.

14 Bid Prices and Discounts

14.1 TheBiddershallindicateonthePriceScheduletheunitpricesandtotalbidprices of the vehicle it proposes to supply under the Contract.

14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, if a Bidder wishes to offer discount as a lot, the Bidder may do so by indicating such amounts appropriately.

14.3 If so indicated in ITB Sub – Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidder's wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.

14.4 (i) Prices indicated in the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier

(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 Clause31.

14.6 All lots, if any and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

15 Currencies of Bid

15.1 Unless otherwise specified in the BDS, the Bidder shall quote in Sri Lankan Rupees (LKR) and payment shall be made only in Sri Lankan Rupees(LKR).

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidder shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

17. Documents Establishing the Conformity of the Goods and Related Services

17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the goods confirm to the technical sections and standers specified in section V, schedule of Requirements.

17.2 The documentary evidence may be in the form of literature, drawings, data etc. shall consist of details, item-by-item description (as indicated in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods & Related Services to the technical specifications, and if applicable, a statement of deviations and exception to the provision 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 functions of the Goods during the period, if specified in the BDS from the commencement of the use of the Vehicles by the purchaser.

18. Documents Establishing the Qualifications of the Bidder

18.1The documentary evidence of the Bidder's Qualifications to perform the contract if his bid is accepted, shall establish to the Lessee's satisfaction;

(a)A Bidder that does not manufacture or produce the goods it offers to supply shall submit the Manufacture's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacture 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 criteria 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. The Bid Security requested in accordance with ITB, Clause 20, it shall also be extended for corresponding period. A Bidder may refuse the request without forfeiting his 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 Bid-Securing Declaration as specified in the BDS.

20.2 The Bid Security shall be in the amount specified in the BDS and denominated in **Sri Lankan Rupees**(LKR), 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 a institution acceptable to Purchaser.

(c) be substantially in accordance with the form included in Section IV, Bidding Forms.

(d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;

(e) Be submitted in its original form; copies will not be accepted;

(f) Remain valid for the period specified in the BDS.

20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2 may be rejected by the Purchaser as non- responsive.

20.4 The Bid Security of unsuccessful Bidder's 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. **Formats and Signing of Bid**

21.1The **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.

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

21.3Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person authorized to sign the bid.

Submission and Opening of Bids

22. Submission, Sealing and Marking Bid

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

(1) Bidder are 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.

22.2The 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 containing bidding documents are not sealed and marked as instructed the Purchaser will not bear responsibility for the misplacement or premature opening of the bid.

23. Deadline for Submission of Bids

23.1The Purchaser at the address must receive bids before the deadline for submission of bids as specified in the BDS.

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

24. Late Bids

24.1 Purchaser shall not consider any bid received after the deadline for submission of bids, in terms of ITB Clause 23. Any bid so received after the deadline for submission of bids shall be declared late, rejected, and returned unopened, to the Bidder;

25. Withdrawal and Modification of Bids

25.1A Bidder may withdraw, or modify his bid after it has been submitted, by making a written notice in terms of ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization as per ITB sub-Clause 21.2. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be;

(a) Submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "MODIFICATION;" and

(b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

25.2Bids 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 ITB Sub-Clause40.1

25.3No bid may be withdrawn, substituted or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the /Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

26.1 The Purchaser shall conduct the bid opening in public **at the address, date and time specified in the BDS**

26.2First, 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.

26.3All Bidder and whether there is a modification; the Bid Prices, including any discount 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 a Bid opening except for late bids, in accordance with ITB Sub-Clause24.1.

26.4The 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. 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.

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E- 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 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 his 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 his discretion, request any Bidder for a clarification of his Bid. Any clarification submitted by a Bidder in respect to his 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 Clause30.

29. Responsiveness of Bids

29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(b) Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

(c) if rectified would unfairly affect the competitive position of other Bidder's presenting substantially responsive bids. If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, oromission.

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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, torectifynonmaterialnonconformitiesoromissionsinthebidrelatedtodocumentationrequirements. 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 his 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 Purchaser there is an obvious misplacement of the decimal point in 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

© 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, his Bid shall be disqualified and his Bid Security shall be forfeited.

31. Preliminary Examination of Bids

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

31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.

(1) Bid Submission Form, in accordance with ITB Sub Clause12.1:

(2) Price Schedules, Delivery Schedules, in accordance with ITB Sub-Clause12;

(3) Bid Security in accordance with ITB Clause20.

32. Examinations of Terms and Conditions; Technical Evaluation

32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the /Bidder without any material deviation or reservation has accepted the Bidding Data.

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

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

33. Conversion to Single Currency

33.1If 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 (LKR) using the selling rates prevailed 28 days prior to closing of bids** as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

34. Domestic Preference

34.1Domestic Preference shall be a factor in the bid evaluation only if stated in the BDS. If so, the methodology for calculating the Margin of Preference and criteria applicable for it is given in Section III – Evaluation and Qualification criteria.

35. Evaluation of Bids

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

35.2The Purchaser shall use all the factors, methodologies and criteria defined in this ITB Clause 35 in the evaluation of bids received.

35.3To 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 sted in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.

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

36. Comparison of Bids

36.1The Purchaser shall compare all substantially responsive bids to determine the lowest – evaluated bid, in accordance with ITB Clause35.

37. Post Qualification of the Bidder

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

37.2The determination shall be based on examination of the documentary evidence of the Bidder's qualifications Submitted by the Bidder in terms of ITB Clause18.

37.3An affirmative determination shall be a pre-requisite for the award of the contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event 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.

38.1The Purchase 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 any liability to Bidders thereupon.

F-Award of Contract

39. Award Criteria

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

40. Purchases right to vary Quantities at time of award

40.1At the time the contract is awarded, the purchaser reserve the right to increase or decrease the quantity of goods and related services originally specified in the 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 price or other terms and conditions of the bid and the bidding documents.

41. Notification of Award

41.1 The Purchaser shall notify the successful Bidder, in writing, prior to the expiration of the period of bid validity, that his bid is accepted.

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

41.3 Until submission of the signed contract Forms and Performance Security in terms of

ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and discharge his bid security as per clause 20.4 of the ITB.

42. Signing of Contract

42.1 **Within seven (7) days after the 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 amendment of the award and forfeiture of the Bid Security. In the event, the Purchaser may award the contract to the next lowest evaluated substantially responsive Bidder.

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Section II

Bid Data Sheet (BDS)

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

ITB Clause Reference		A. General
ITB 1.1	The Purchaser	Controller General, Department of Immigration and Emigration
ITB 1.1	The name and Identification number of contract are: Lots comprising this procurement	**Procurement of Vehicles under the Operational Leasing Method to the Department of Immigration & Emigration.** **DIE/PRO/02/2026/80** No Lots
ITB 2.1	The source funding	Government of Sri Lanka (GOSL)
ITB 4.4	Foreign Bidders	Not Allowed
		B. Contents of Bidding Documents
ITB 7.1	Attention Address Telephone Facsimile number Electronic mail address	For **Clarification of bid purposes** Deputy Controller (Procurement) Department of Immigration and Emigration, Wing B, 05th Floor, "Suhurupaya", Sri Subhuthipura Road, Battaramulla. 011 - 2101559/011-2101558 011-2879091 procurement @immigration.gov.lk
		C. Preparation of Bids
ITB 11.1 (e)	The Bidder shall possess and shall submit the following additional documents	a. The Bidder shall be a **company/Business registered in Sri Lanka for a period of more than five (05) years**. The Bidder shall provide copies of original documents defining the constitution or legal status, place of registration, and principal place of business. b. For financial institutes; certification of registration under the Central Bank of Sri Lanka as a Company provides vehicles on the rental basis. c. For Authorized distributors; A certification from the manufacture. d. The authorization shall be given to the **person who Signs the bid** and other documents in terms of a **Resolution made by the Board of Directors and a Power of Attorney (POA**) for this tender**. Power of**

		Attorney shall be registered in the Registrar General Department. (**If not, the bid offer shall be treated as a non-responsive bid**).
		e. Bid shall be **registered under the Public Contract Act No. 3 of 1987 at the time of bid submission** and the certificate should be submitted with the Bidding Document. (**If not, the bid offer shall be treated as a non-responsive bid**). f. List of vehicles in fleet for both types, at least ten vehicle numbers with certified copies of the "Certificate of Motor Vehicle Registration. (Include to section IV) g. Proof regarding experience in similar assignments for last five (05) years (Attached Schedule A) h. Information regarding any litigation, current or during **last five (05) years (2021-2025)**, in which the Bidder is involved, the parties concerned, and disputed amount, shall be provided. i. The Bidder or its subsidiaries or affiliated companies shall not be blacklisted by any government institution during **past ten (10) years (2016-2025)**. Declaration letter shall be provided.
ITB 14.3	The bidders may quote following minimum quantities	Prices quoted shall correspond to 100% of the items specified and to 100% of the quantities specified.
ITB 14.4	Tax Exemptions	Not Applicable
ITB 15.1	The Bidder shall quote the local expenditure	In Sri Lanka Rupees.
ITB19.1	Bib validity	Bid validity period shall be ninety one (91) days from the bid closing date.(for the period from 04.11.2026 to 02.02.2027) *(Bid Guarantee should be submitted in the given format. Alternative formats will not be accepted.)*
ITB 20.2	The amounts of the Bid Security The validity period of the bid security	Bid Security shall be **LKR Two Hundred Eighty Thousand only (280,000.00)** Bid security shall remain **valid for one hundred &ninteen (119) days** from the bid closing date (for the period from **04.11.2026 to 02.03.2027)**
		D. Submission and Opening of Bid

ITB 22.2	The purchaser address for the bid submission. For identification of the bid the envelop should indicate	Deputy Controller (Procurement), Department of Immigration and Emigration, 05thFloor,"Suhurupaya", Sri Subhuthipura Road, Battaramulla. Procurement of Vehicles under the Operational Leasing Method to the Department of Immigration and Emigration. DIE/PRO/02/2026/80
ITB 23.1	Deadline for submission of bid	**02.00 p.m. on 04.11. 2026**
ITB 26.1	Bid Opening	The **bid opening** shall take place at: Procurement Division, Department of Immigration and Emigration, Wing B, 05th Floor, "Suhurupaya", Sri Subhuthipura Road, Battaramulla. The bids will be open immediately after the deadline for Submission of bids.
		E. Evaluation and Comparison of Bids
ITB 34.1	Domestic Preferences	Domestic preferences will not be the bid evaluation factor.
ITB 35.4	The following factors and methodology will be used for evaluation	Refer to Sec **III.**
ITB 42	Notification of Award	The final award decision will be informed to the successful bidder following the Appeal process as per the Procurement Guidelines 8.2 of 2024
ITB 43	Signing of Contract	At the time of signing the contract the successful bidder should submit the PCA 5 certificate obtained from the (Registrar of Public Contracts) Department of the registrar of companies.

Section III

Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders and BDS. It contains the criteria that the Purchaser uses to evaluate a bid and **determine whether a Bidder has the required qualifications.**

In addition, **qualified bidders** will be evaluated on the following criteria.

a. **Legal validity** of the Bid and **eligibility** and **qualification**s of Bidder.

b. Substantial responsiveness to the **technical specifications** and all other bidding conditions.

c. Substantially responsiveness to the **mandatory items** in the specifications.

Post qualification Requirements (ITB 37)

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 following requirements.

(a) Financial Capability

(i) The Bidder shall submit the **certified copy of Business Registration with the Central Bank or Divisional Secretariat.**

(b) Experience and Technical Capability

I. The Bidder must be a **company/ Business registered in Sri Lanka for a period of more than five (05) years.** In the event that the Bid is forwarded by the Manufacturer, a **local agent having a business registration in Sri Lanka for more than five (05) years** must be appointed as the local agent.

II. The **Bidder** shall submit a **declaration letter** to prove having capacity to provide required continuous Services (24 hours and 365 days) to Department of Immigration and Emigration Head office or for any location requested by the purchaser**..**

III. Experience in similar assignments in last five years (Documentary evidence shall be attached)

IV. The Bidder shall possess a vehicle fleet of at least 10 vehicles, including min 4 vehicles for each type.

V. Clients references

DIE

Section IV

Bidding Forms

Table of Forms

Bid Submission Form. 25

Price Schedule…..... 27

Price and Completion Schedule - Related Services .....

Bid Security(Guarantee) 28

Bid-Securing Declaration .....

Dealer’s Authorization…..... 29

Manufacturer’s Authorization .....

DIE

Section IV- Bidding Forms

1. Bid Submission Form

[The LESSOR 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: Controller General of Immigration & Emigration

We, the undersigned, declare that:

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

b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirement the following Goods and Related Services- Procurement of Double Cab / Van under the Operational Leasing Method.

c) The total price of our Bid without VAT, including any discounts offered is: [insert the total bid price in words and figures]:

Type of the Vehicle	Monthly Rental with discount offered (Without VAT)/ Rs.	Total rental for one year with discounts offered (Without VAT)/Rs.	Rental for Two years with discounts offered (Without VAT)/Rs.
Double Cab			
Price in Figures			
Place in Words			
Van			
Price in Figures			
Place in Words			

d) The total price of our Bid including VAT , and any discounts offered is: [insert the total bid price in words and figures];

Type of the Vehicle	Monthly Rental with discount offered(With VAT)/ Rs.	Rental for one year with discounts offered (With VAT)/Rs.	Rental for Two years with discounts offered (With VAT)/Rs.
Double Cab			
Price in Figures			
Place in Words			
Van			
Price in Figures			
Place in Words			

C) 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 Clauses 17 for the due performance of the Contract;
g)We have no conflict of interest in accordance with ITB Sub – Clauses 4.3;
h) Our firm, its affiliates or subsidiaries-including any subcontractors or suppliers for any part of the contract-has not been declared blacklisted by the Government of Sri Lanka;
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.
k) Until a formal Contract is prepared and executed, this Bid together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this_____day of _____20____, _____

[*Signature]*

_____

[*Name]* [*In the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

DIE

Section IV- Bidding Forms

2. Price Schedule

Name of the Bidder: **No of vehicle can be provided:**

Vehicle Order	Model of the Vehicle	Specification of the Vehicle				Hire Charge (per month/per vehicle) (Rs.)		
		Fuel	Country of Origin	Manufacturing Year	Engine capacity	Without VAT	VAT amount	Total charge with VAT

The above details should be provided for all vehicles quoted other than these details, the information mentioned in the II. Specifications should also be provided in respective of all vehicles quoted.

……..
Signature of the Bidder
Name of the Authorized Person
Designation
Official 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: Controller General, *Dept. of Immigration and Emigration, 05th Floor,*

"Suhurupaya", Battaramulla

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

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

We have been informed that ---------- *[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated ----------*[insert (by issuing agency) date]* (hereinafter called "the Bid") for the supply of *[insert name of Supplier]* under Invitation for Bids No. ---------- *[insert IFB number]* ("the IFB"). Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee. At the request of the Bidder, we ---------- *[insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ---------- *[insert amount in figures]* ---------- *[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified; or
(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB");or
(c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

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

******Bid Guarantee should submit in the given format. Alternative formats are not be accepted.***

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 his bid, if so indicated in the BDS.)

Date:……. No:……..

To: ……

WHEREAS

We…… who are official manufacturers of ……having factories at ……..… do hereby authorize..... to submit a bid the purpose of which Is to provide the following Goods, manufactured by us…… ……..……...……..…… …..……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:……..

Name: ……

Title: ……

Duly authorized to sign this Authorization on behalf of :……

Dated on day of

5. Detail of the Vehicle fleet of the Bidder

Bidders Name:……..

(The Bidder should provide at least four (04) vehicles Number in similar Type for a replacement Vehicle)

Vehicle Number	Vehicle Brand	Model No:	Number of Vehicles		
			In fleet	Bidding/quoting	Balance

DED

Section V

Schedule of Requirements

Contents

1. Schedule of Requirements ……..……..…… 30 - 31

2. Technical, Functional and Non-functional Requirements ……..…...32 - 35

DIE

Section V: Schedule of Requirements.
Technical Specification & Compliance

Specification of Procurement of Vehicles under the Operational Leasing Method to the Department of Immigration & Emigration.
Bidders are required to make their response/compliance against detailed technical requirement below. Failure or negative mark compliancy will be treated as non - compliance.it is essential that bidder provides information responses when and where the detail requested in " bidders offer"colomn.(Use the following exact format when submitting compliance)

Double Cab			
No.	Description	Minimum required Specification	Bidders offer
1	GENERAL: The vehicle shall be confirmed to the Motor Traffic regulation in Sri Lanka. **Type**	**Brand New or Used vehicle with most recent or current models (European or Japanese brands preferred)**	
2	Year of manufacturing	should be after 2016 and good condition	
3	ENGINE Capacity:	2400 - 3000 CC	
4	TRANSMISSION:	Automatic	
5	Fuel Type	Diesel	
6	Body	Should be good condition	
9	Tyre	Should be good condition	
10	Fuel Economy	Minimum 08 Km per liter	
12	Mileage	Specify	
13	Safty (mandatory)	Safety Belt for all passengers	
		Air bags Driver and front passenger	
14	Mandatory other options	ABS	
		AC	
		Power Steering	
		Power shutter	
		Dual air bag	
		Euro iv stranded	
15	Other (Accessories)	Audio video display with reverse cam and sencer	
		Rear view mirror	
		Tool kit	
		Spare wheel	
		Fog Lamps	
16	Delivery	Immediately after signing the contract	
17	Charges for First 3000KM	Specify	
18	Additional Charges for 1 Km Over 3000Km	Specify	
19	Contract period	Up to 02 Years	
20	MAINTENANCE/ REPAIRS: The Bidder should bear all routine maintenance cost, including expenses on additional repair as well as insurance and other related fees. Battery and Tyre changes are to be carried out by the supplier without	Specify	

	interruption. If repairs and maintenance works take more than 24 hours, or in a shorter period due to the requirement of the supplier, the supplier is to provide a replacement vehicle of a similar type for the period of absence.		
21	The Bidder should provide following: Comprehensive Insurance Cover (hiring) Revenue License Registration Certificate at the Department of Motor Traffic Emission Test Certificate Number Plate	Specify	…….. …….. …….. …….. ……..
22	AGREEMENT: The Bidder shall provide a fully maintained vehicle for the use of the Purchaser for a minimum of 2 year period (24 month) on a fixed monthly rental basis. The LESSEE may renew the contract annually considering the performance of the LESSOR, running cost and condition of the vehicle. The payment will be done on monthly basis.		

Signature of the Bidder's authorized representative:……

Name of the representative: ……..

Company Stamp: Date: ……

DIE

Section V: Schedule of Requirements.
Technical Specification & Compliance

Specification of Procurement of Vehicles under the Operational Leasing Method to the Department of Immigration & Emigration.
Bidders are required to make their response/compliance against detailed technical requirement below. Failure or negative mark compliancy will be treated as non - compliance.it is essential that bidder provides information responses when and where the detail requested in " bidders offer"colomn.(Use the following exact format when submitting compliance)

Van			
No.	Description	Minimum required Specification	Bidders offer
1	GENERAL: The vehicle shall be confirmed to the Motor Traffic regulation in Sri Lanka. **Type**	**Brand New or Used Diesel passenger Van (15 Seater) most recent or current models (European or Japanese brands preferred)**	
2	Year of manufacturing	should be after 2016 and good condition	
3	ENGINE Capacity:	2500 - 3000 CC	
4	TRANSMISSION:	Automatic	
5	Fuel Type	Diesel	
6	Body	Should be good condition	
9	Tyre	Should be good condition	
10	Fuel Economy	Minimum 08 Km per liter	
12	Mileage	Specify	
13	Safty (mandatory)	Safety Belt for all passengers	
		Air bags Driver and front passenger	
14	Mandatory other options	ABS	
		AC	
		Power Steering	
		Power shutter	
		Dual air bag	
		Euro iv stranded	
15	Other (Accessories)	Audio video display with reverse cam and sensor	
		Rear view mirror	
		Tool kit	
		Spare wheel	
		Fog Lamps	
16	Delivery	Immediately after signing the contract	
17	Charges for First 3000KM	Specify	
18	Additional Charges for 1 Km Over 3000Km	Specify	
19	Contract period	Up to 02 Years	
20	Seating Capacity	Seats 15	
20	MAINTENANCE/ REPAIRS: The Bidder should bear all routine maintenance cost, including expenses on additional repair as well as insurance and other related fees. Battery and Tyre changes are to be carried out by the supplier without interruption. If repairs and maintenance works take more than 24 hours, or in a shorter period due to the requirement of the supplier, the supplier is to provide a replacement	Specify	

	vehicle of a similar type for the period of absence.		
21	The `Bidder should provide following: Comprehensive Insurance Cover (hiring) Revenue License Registration Certificate at the Department of Motor Traffic Emission Test Certificate Number Plate	Specify	…….. …….. …….. …….. ……..
22	AGREEMENT: The Bidder shall provide a fully maintained vehicle for the use of the LESSEE for a minimum of 2 year period (24 month) on a fixed monthly rental basis. The LESSEE may renew the contract annually considering the performance of the Bidder, running cost and condition of the vehicle. The payment will be done on monthly basis.	Specify	

Signature of the Bidder's authorized representative: ……

Name of the representative: ……..

Company Stamp: Date: ……

DIE

Section VI

General Conditions of Contract

Table of Clauses

1. Definitions....36
2. Contract Documents....36
3. Fraud and Corruption....37
4. Interpretation....37
5. Language....37
6. Joint Venture, Consortium Association....38
7. Eligibility....38
8. Notices....38
9. Governing Law....38
10. Settlement of Disputes....38
11. Scope of Supply....38
12. Delivery and Documents....38
13. Supplier's Responsibilities....39
14. Contract Price....39
15. Terms of Payments....39
16. Taxes and Duties....39
17. Performance Security....39
18. Copyright....39
19. Confidential Information....39
20. Subcontracting....40
21. Specifications and Standards....40
22. Packing and Documents....41
23. Insurance....41
24. Transportation....41
25. Inspections & Test....41
26. Liquidated Damages....42
27. Warranty....42
28. Patent Indemnity....42

DEE

29. Limitation of Liability 43
30. Change in Laws and Regulations date 44
31. Force Majeure 44
32. Change Orders and Contract Amendments 44
33. Extension of Time 45
34. Termination 45
35. Assignment 46
36. PCA3 certificate 46

DIE

Section VI

General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the Meaning 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 there in.

(b) "Contract Documents" means the documents listed in the Contract Agreement, including any Amendments there to.

(c) "Contract Price" means the price payable to the Supplier as specified in the in the Contract Agreement, subject to such additions and adjustments thereto or Deductions there from, as may be made pursuant to the contract.

(d) "Day" means calendar day.

(e) "Completion" means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(f) "GCC" mean the General Conditions of Contract.

(g) "Goods" means all of the commodities, raw materials, 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 Bid Data Sheet.

(i) "Related Services" means the services incidental to the supply of goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier

(k) "Supplier" means the nature person, 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" means the services shall be performed at such locations specified in the contract data.

2. Contract Documents

2.1 Subject to the order of precedence set for thin the Contract Agreement, All documents forming the Contract(and all parts there of)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 contract.

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 processor in contract execution;

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

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

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

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

4.2 Entire Agreement

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

4.3. Amendment

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

4.4 Sever ability

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 Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the 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 Institution. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted 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

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.

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 of1995. 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

Subject to GCC 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.

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 GCC Clause 11, and the Delivery and Completion Schedule, as per GCC 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 his bid.

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

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 GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, but in No case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16. Taxes and Duties 16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17. Performance Security

17.1 Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10 %).

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 The Performance Security shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser 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 copy right in such materials shall remain vested in such third party.

19. Confidential Information

The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party here to, 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 receives from the Purchaser to the extent required for the Subcontractor to perform his work under the Contract, in which event the Supplier shall obtain from subcontractor an undertaking of confidentiality similar to that imposed on the supplier under GCC Clause 19.

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

19.3 The above provisions GCC Clause 19shall 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 GCC 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 shall comply with the provisions of GCC Clauses 3 and 7

21. Specifications and Standards

Technical Specifications 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 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 such codes and standards shall be applied only after approval by the purchaser and shall be treated in accordance with GCC Clause32.

22. Packing and Documents

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

23. Insurance 23.1 Unless otherwise specified in the 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 Contractor, responsibility for Arranging transportation of the Goods shall be a responsibility of the supplier.

25. Inspections&Test25.1TheSuppliershallatitsownexpensesandatnocosttothe Purchaser carried out all such tests and /or inspections of the Goods and related services as are specified in the Contract Data

The inspection and tests be conducted on the premise or 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.
The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred 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.

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.

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/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 Delivery Dates and Completion Dates and the other obligations so affected.

The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

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 specification no cost to the purchaser, upon giving a notice pursuant to CC sub clause25.4.

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

Except as provided under GCC 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.

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.

Subject to GCC 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.

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.

Upon receipt of such notice, the Supplier shall within the period specified in the Related Service and Warranty, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

If having been notified, the Supplier fails to remedy The defect within the period specified in the Related Service and Warranty, 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 GCC Sub- Clause 28.2, indemnify and hold harmless the Purchaser and his 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.

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

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 proceeding; or claim, then the Purchaser shall be free to conduct the same on its own behalf.

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

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 proceeding;, 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

Except in cases of criminal negligence or willful misconduct.

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and;

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent in fringement.

(c) (c)

30. Change in Laws and Regulations date

30.1 Unless otherwise specified in the Contract, if after the of 28 days prior to the 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 the 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 GCC Clause14.

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 purpose 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 his 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

The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in anyone 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.

If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the

Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

Price to be changed by the Supplier for any Related Services that might need 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.

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

33. Extension of Time 33.1 If at any time during performance of the Contract, the Supplier or his subcontractors should encounter conditions Impeding timely delivery of the Goods or completion of Related Services pursuant GCC 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 his 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 GCC 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 GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC 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 GCC 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 GCC 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 GCC 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.

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

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 his 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 Good 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

36. PCA 3 certificate 36.1 At the time of signing the contract the successful bidder should be Submitted the PCA 3 certificate obtained from the (Registrar of Public Contracts) Department of the Registrar of Companies.

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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(a)	Contract agreement shall be the attached format or any format given by the Department of Immigration & Emigration under the requirements of this Procurement.
CC 1.1(h)	The Purchaser is : Controller General, Department of Immigration and Emigration
CC 1.1 (m)	The Project Site(s)/Service Location(s) is/are : Department of Immigration and Emigration, "Suhurupaya", Sri Subhuthipura Road, Battaramulla and its Regional offices, Ports
CC 8.1	For notices, the Purchaser's address hall be: Attention : Controller General Address: Department of Immigration and Emmigration 05th Floor, "Suhurupaya", Sri Subhuthipura Road, Battaramulla Telephone : 0112101559 Facsimile number :011 2879091 Electronic mail address: procurement@immigration.gov.lk
CC 15.1	The method and conditions of the payment to be made to the supplier under this Contract shall be as follows. **Payment Schedule** Before signing the contract submit the Performance security. Monthly Payments shall be made promptly by the Purchaser, but in No case later than fourteen (14) days after submission of an invoice or request for payment by the Supplier and after the Purchaser has accepted it
CC 16	**For Goods& Related Services offered within Sri Lanka, Payment shall be made in Sri Lanka Rupees(LKR).** All costs should be provided without Taxes for evaluation purpose. All applicable taxes should be indicated separately.
CC 17.1	Within 14 days of receipt of letter of award the successful bidder shall furnish a performance security equal to 10% of the total contact sum as per the specimen given in Section VIII. The performance security shall be in the form of bank grantee issued by a commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka. The Performance Security shall be in favor of Controller General of Immigration and Emigration and shall be valid for a period specified by Purchaser.
CC 36.1	At the time of signing the contract the successful bidder should be submitted the **PCA 3 certificate** obtained from the (Registrar of Public Contracts) Department of the Registrar of Companies.

Section VIII

Contract Forms

Table of Forms

1. Contract Agreement..... 50

2. Performance Security..... 51

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Contract Agreement

THIS CONTRACT AGREEMENT is made on ……..*20..* BETWEEN (1) Controller General, Department of Immigration and Emigration and having its principal place of business at 05th Floor, "Suhurupaya", Sri Subhuthipura Road, Battaramulla. (Hereinafter called "the Purchaser"), and(2)……*[insert name of Supplier]*, a (3)Corporation incorporated under the laws of ……*[insert : country of Supplier]* and having its principal place of business at.....*[insert : address of Supplier]* (hereinafter called "the Supplier").

WHEREAS thePurchaserinvitedbidsforcertainGoodsandancillaryservices, ...*,[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 General 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) General Conditions of Contract

   (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)

   (e) The Supplier's Bid and original price Schedules

   (f) The Purchaser's Notification of Award

   (g) [Add here any other document(s)]

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payment 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 many become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

6. The liquidated damage shall be0.5%of the contract price per week and the maximum amount of liquidate damage shall be5% of the contract price.

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

For and on behalf of the Purchaser
Signed: …….
In the capacity of ..... *[insert title or other appropriate designation]*in
the presence of.....*[insert identification of official witness]*

Performance Security

[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: ***Controller General,*** *Department of Immigration and Emigration*

Date**:** ----------

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

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

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

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

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

[Signature(s)]