

GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA  
MINISTRY OF TRANSPORT & HIGHWAYS  
ROAD DEVELOPMENT AUTHORITY



**Kandy Multimodal Transport Terminal Development Project (KMTTDP)  
INVITATION FOR BIDS (IFB)**



1. The Chairman, Project Procurement Committee, KMTTDP now invites sealed Bids from eligible and qualified Bidders for hiring of **following vehicles ( wet-lease basis )** to the KMTTDP for **one year** (extendable Annually).

No.	CONTRACT NO	Vehicle Type	Engine Capacity	Quantity	Distance per Month/km	Bid Security Per Vehicle (Rs.)	Condition of vehicles
01	RDA/WB/KMTT DP /NCB/VHL/03	Full Option Sedan Motor Car- Automatic	1480cc or above	3	2500	36,000.00	Manufacture Year Should be 2015 or above

2. Bidding will be conducted using the National Competitive Bidding (NCB) procedure that shall be governed by the procurement guidelines of the Government of Sri Lanka.
3. Interested eligible Bidders may obtain further information from  
**Project Director, Kandy Multimodal Transport Terminal Development Project, Road Development Authority, Embilmeegama, Pilimathalawa, Sri Lanka.**  
by facsimile +94 81 2056362, or by E-mail: pdkmttrda@yahoo.com:  
The Bid document can be purchased /inspected during office hours from 3<sup>rd</sup> November 2022 until 23<sup>rd</sup> November 2022,, 0900 hrs to 1500 hrs Sri Lankan Standard Time (UTC+ 5.30) at the address given above or can be downloaded from the website (www.mohsl.gov.lk) for inspection purposes.
4. The complete set of Bid Document in English Language may be purchased by an interested bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee of Rs. 3,500.00 for each set of bidding document. The method of payment will be cash or direct deposit to the Account No 7040707 The complete set of Bid document can also be downloaded from the website ( \_www.mohsl.gov.lk ). However, the Bidder is required to provide an evidence of paying the required fee alongwith the submitted Bid.
5. Bid shall be delivered to the above mention address on or before 2.00 pm on 24<sup>th</sup> November 2022. Late bids will be rejected. Bids will be opened soon after the closing, in the presence of the bidder's representatives who choose to attend.
6. Any interested bidder, with less than three vehicles can also quote. The bid shall be accompanied by separate bid-security for each vehicle, an amount given in the above table.

*Chairman, Project Procurement Committee,  
Kandy Multimodal Transport Terminal Development Project KMTTDP,  
Road Development Authority,  
Embilmeegama, Pilimathalawa.*

**THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA  
MINISTRY OF TRANSPORT & HIGHWAYS  
ROAD DEVELOPMENT AUTHORITY**



**KANDY MULTIMODAL TRANSPORT TERMINAL  
DEVELOPMENT PROJECT (KMTTPD)**

**FUNDED BY  
WORLD BANK**

**BIDDING DOCUMENTS  
For  
HIRING OF MOTOR CARS  
ON  
WET LEASE BASIS**

**BID NO.: RDA/WB/KMTTDP/NCB/VHL/03**

September 2022

## Section –A

**GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**  
**MINISTRY OF TRANSPORT & HIGHWAYS**  
**ROAD DEVELOPMENT AUTHORITY**  
**Kandy Multimodal Transport Terminal Development Project (KMTTDP)**  
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*Chairman, Project Procurement Committee,  
Kandy Multimodal Transport Terminal Development Project KMTTDP,  
Road Development Authority,  
Embilmeegama, Pilimathalawa.*

## **Section – I**

### **Instructions to Bidders (ITB)**

#### **1. Scope of The Work**

The Kandy Multimodal Transport Terminal Development Project (KMTTDP) of Road Development Authority (RDA) (hereinafter referred to as the Employer) wishes to engage bidder/bidders (hereinafter referred to as the Bidder/bidders) who are capable of supplying of Vehicles on hire basis for an initial period of one year.

#### **2. Cost of Bidding**

The Bidder shall bear all cost associated with the preparation and submission of the bid. The Employer in no case is responsible for these costs regardless of the conduct or outcome of the bidding process.

#### **3. Sections of Bidding Documents**

Contents of Bidding Documents:

Invitation for Bid

Section I – Instructions to Bidders (ITB)

Section II – Conditions of Contract

Section III – Form of Bid

Section IV - Bid security Form

Section V – Performance Security Bond Form

Section VI – Form of Agreement

Section VII – Schedule of Requirements

Section VIII – Price Schedule

Section IX – Letter of authorization for attending bid opening

Section X – Inspection Schedule

The Bidder is requested to examine all instructions, Condition of Contract forms, etc. in the bidding documents. Failure to furnish all information required as per bidding documents or submission of the bids not substantially responsive to the bidding documents, in every respect will be at the Bidder's risk and may result in rejection of the bid.

#### **4. Clarifications on Bidding Documents**

A prospective Bidder requiring any clarification on the bidding documents shall notify the Employer in writing. The Employer shall respond in writing to any request for the clarification received not later than 3 days, prior to the date of opening of bids.

#### **5. Amendments to Bidding Documents**

At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda. The amendments shall be notified in writing to all prospective Bidders and these amendments will be binding on them.

## 6. Documents Comprising The Bid

The bid prepared by the bidder shall comprise the following components:

- Section III – Form of Bid
- Section IV - Bid Security Form
- Section VIII – Price Schedule
- Copy of vehicles registration certificate/s or any other valid certificate/s indicating the makes, models, Year of manufacture of vehicles

## 7. Inspections and Test Run on Vehicles

The vehicle shall be made available for inspection and test run as requested by the Employer during the Evaluation. The cost of such inspection and test run shall be borne by the bidder. Failure to comply with Requirement may result in rejection of the bid.

## 8. Bid Price

The bidder shall quote their rates in the Price Schedule (Section VIII) for vehicles.

(i) The price quoted by the Bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

(ii) “Discount” or “Extra charges” if any, mentioned by the bidder shall not be considered unless these are specifically indicated in the price schedule.

(iii) Bidders shall quote the rates inclusive of all taxes, duties, levies, insurance, etc. The VAT shall be shown separately.

(iv) Change of cost of fuel fluctuation will be calculated given formula in the “payment terms” of condition of contract.

## 9. Bid Security

The bidder shall furnish, as part of their bid, a Bid security in the amount of **Sri Lanka Rupees 36,000.00 per vehicle**. The Bid Securities shall be in a form of refundable fee paid in favor of the Project Director, KMTTDP, RDA or in a form of **Unconditional** Bank Guarantee obtained from a reputed bank.

Bid Security shall be valid for **28** days beyond the validity of the bid. Any bid not accompanied with appropriate Bid Security will be rejected by the Procurement Committee. Format for bid security is given in **Section-IV**. (More than one vehicle can be submitted in the same bid, but the total bid security value accompanying the bid must be calculated at Rs 36,000.00 per vehicle.)

The Bid Security in respect of unsuccessful bid will be returned as promptly as possible.

The Bid Security shall be forfeited

- If the bidder withdraws his Bid during the period of bid validity.
- If the successful bidder fails to sign the contract within 10 days from date of Letter of Acceptance
- If the successful bidder fails to furnish the required Performance Security.

The Bid Security of successful bidder will be released when the bidder has signed the Agreement and furnished the required Performance Security.

## **10. Performance Security**

Within 10 days of receipt of the Letter of Acceptance from the Employer, (Clause 2 of Conditions of Contract)

## **11. Period of Validity of Bids**

The Bid shall remain valid for **60 days** after the date of opening of bids. A bid valid for a shorter period shall be rejected by Employer as non-responsive.

A bidder accepting the request of Employer for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

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

The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. The original "Power of Attorney" in case person other than the Bidder signed the documents shall be submitted. All pages of the original bid, except for unamended literature, shall be signed by the person or persons signing the Bid. The bids submitted shall be sealed properly.

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder in which case such corrections shall be signed by the person or persons signing the bid.

## **13. Preparation and Submission of Bids**

### **Preparation of Bids**

The Bidder shall enclose the original and one copy of the bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope

The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder
- (b) bear "BID FOR HIRING OF MOTOR CARS ON WET LEASE BASIS & DO NOT OPEN BEFORE 2.00 PM ON **24<sup>th</sup> November 2022**" stated on the top left hand corner of the envelope
- (c) be addressed to the following address:

The Chairman  
Project Procurement Committee  
Kandy Multimodal Transport Terminal Development Project (KMTTDP)  
Road Development Authority  
Embilmeegama, Pilimathalawa.

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

### **Submission of Bids**

Venue of Bid Submission:

Office of the Project Director,  
Kandy Multimodal Transport Terminal Development Project  
(KMTTDP)  
Road Development Authority  
Embilmeegama, Pilimathalawa.

Dead line for submission of Bids: - **On or before 2.00 pm on 24<sup>th</sup> November 2022**

## **14. Bid Opening**

Employer shall open bids in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids immediately after deadline for submission. Authorization letter to this effect shall be submitted by the Bidder before they are allowed to participate in bid opening (Format is given in section IX).

Venue of Bid Opening: Office of the Project Director,  
Kandy Multimodal Transport Terminal Development Project (KMTTDP)  
Road Development Authority  
Embilmeegama, Pilimathalawa.

## **15. Evaluation**

Employer shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed, whether bids are generally in order.

If there is a discrepancy between words and figures, the amount in words shall prevail prior to detailed evaluation. Employer will determine the substantial responsiveness of each bid to the document. A substantially responsive bid is one, which confirms to all the terms and conditions of bidding documents without material deviation. Bids determined as substantially non-responsive will be rejected by Employer.

Employer shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the data quoted in the Price Schedule (Section VIII)

Any departure from the schedule of Requirement may lead to consider the bid as non responsive and shall therefore be rejected.

The evaluation shall be carried out based on the monthly cost incurred to the Employer.

Any other criteria for evaluation shall be in accordance with the Procurement Guide Lines of GOSL.

## **16. Employer's Right to Accept any Bid, and to Reject Any or All Bids**

The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

## **17. Award of Contract**

Employer shall consider placement of Letter of Acceptance to those Bidders whose offers have been found acceptable. The Bidder shall within 10 days from date of issue of Letter of Acceptance, give his acceptance along with Performance Security in conformity with Section VI. Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

## **18. Signing of Contract**

The bidder shall sign the Contract within 10 days from the **date of Letter of Acceptance**.

## Section – II

### Conditions of Contract(CoC)

#### 1. Definitions

(i) The Employer is :-

Kandy Multimodal Transport Terminal Development Project (KMTTDP) represented by:  
Project Director  
Kandy Multimodal Transport Terminal Development Project (KMTTDP)  
Road Development Authority  
Embilmeegama, Pilimathalawa.

Tel : +94 81 2056361    Fax : +94 81 2056360

ii) The “Day” means the calendar day.

iii) Service: Provision of vehicles conforming to instruction and Conditions of Contract.

iv) “Cost” means all expenditure reasonably incurred or to be incurred by the Bidder without overheads, similar charges, cost of transport of item concerned and profit.

#### 2. Performance Security

The successful bidder shall furnish a 10% Performance Security in the form of an on-demand bank guarantee issued by a bank approved by the Central Bank of Sri Lanka or by a cash deposit paid in favour of the Project Director, Kandy Multimodal Transport Terminal Development Project (KMTTDP)

If the bidder fails or neglects any of his obligations under the contract, it shall be lawful for the Employer to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

#### 3. Payment Terms

Monthly invoices along with a copy of Vehicle Running Chart (VRC) prepared in a format approved by the Employer shall be submitted in duplicate to the Employer. The payments shall be made within three weeks from the date of submission of invoices.

Monthly minimum running shall be as given the price schedules. Additional running charges shall be paid as quoted.

The fuel price fluctuation will be added or deducted one eights (1/8) of the change in price per liter of fuel per kilometer to the monthly hire rate as per the following formula,

$$\left\{ \frac{\text{Running km after price change} \times (\text{Current fuel price} - \text{price of fuel at bid submission date})}{8} \right\}$$



#### **4. Termination of Contract**

Employer may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.

- a) If the bidder fails to arrange the supply of any or all the vehicles within the period(s) specified in the Letter of Acceptance or any extension thereof granted by Employer.
- b) If the bidder fails to perform any other obligation(s) under the contract.

Employer may without prejudice, to other rights under law or the Contract provided get the hiring of vehicles done at the risk and cost of the bidder, in above circumstances.

#### **5. Termination On Insolvency**

Employer may also by giving written notice and without compensation to the bidder terminate the contract if the bidder becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

#### **6. Employer's Authority**

The Employer reserves the right to black list a bidder for a suitable period in case he fails to honor Contract without sufficient ground.

The liability under relevant section of Motor Vehicle Act, causing death, injure or permanent disability liability developed in the vehicle supplied by the Bidder, the Employer's authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.

The Employer may use these vehicles outside the normal working hours. The Employer will have the discretion to allocate any or all of these vehicles for his or his staffs' use.

#### **7. Bidder's General Obligations And Responsibilities**

The bidder shall abide by all the statutory, Legal & labour regulations and for any failure on any such accounts the Bidder shall be liable for punitive actions as per the laws of the land.

In no case a vehicle, which is not registered and insured, fit for the purpose, shall be supplied to Employer. The originals of Insurance Certificate and a copy of registration shall be submitted to the Employer.

The bidder shall send the vehicle for periodical servicing at his own cost. Employer will not pay any mileage run for such servicing. The cost of lubricants, repairs, maintenance, taxes, insurance, etc shall be borne by the bidder.

#### **8. Taxation**

The Contract Price shall be deemed to include for all duties and taxes that may be levied, according to the laws and regulations for the time being in force in Sri Lanka as on the date 28 days prior to the closing date for submission of bids.

The Bidders shall note that the Value Added Tax (VAT) payable by the employer shall be shown separately in the price schedule.

#### **9. Period of Contract**

Under normal circumstances the contract shall be valid for **one year** from the date of signing Agreement. However contract may be extended for further period as decided by the Employer if agreed by the bidder and the Employer on the same rate, terms & conditions.

## **10. Place of Reporting & Place of Parking**

The Place of Reporting and the Place of parking shall be as directed by the Employer.

## **11. Counting of Distance**

The distances counted with respect to replacement of vehicles, services, repairs shall not be chargeable distances.

## **12. Accuracy of Meters**

The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for correctness and to take action accordingly.

## **13. Availability of Vehicles and Penalties**

The Vehicles shall be made available for 24 hours per day throughout the period of Contract. The Bidder shall inform the Employer of his requirement for periodic maintenances at least one day in advance. A suitable replacement satisfying the conditions laid down herein shall be provided immediately to the place of reporting or any other place decided by the Employer, for any vehicle out of Service for more than one hour.

I) In case of break down, a suitable replacement of similar conditions shall be made available immediately to the place of reporting or any other place decided by the Employer. In case of non-availability of such suitable vehicle within one hour a penalty up to Monthly Hire Rate(Rs.) /240 per each additional hour may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Monthly Hire Rate (Rs.) /24 per break down shall be imposed.

II) In case of non-availability of vehicles, a penalty of Monthly Hire Rate (Rs.) /240 per each hour to a maximum limit of 10 hours/day shall be imposed, in addition to deduction at pro-rata basis for that day.

III) In case of Replacement made available is older than Year quoted in the Price Schedule, a penalty of Monthly Hire Rate (Rs.) /12 per day shall be imposed on approved rates on pro rata per day basis.

## **14. Date of Commencement**

The Date of Commencement shall be within **10** days from the date of letter of Appointment

## **15. Advance Payment**

The Employer shall not pay advance payments with respect to this Contract.

## Section – III

### Form of Bid

#### Hiring of Motor Cars on Wet Lease Basis for Kandy Multimodal Transport Terminal Development Project

CONTRACT NO: RDA/WB/KMTTDP/NCB/VHL/02

The Project Director  
Kandy Multimodal Transport Terminal Development Project  
Road Development Authority  
Embilmeegama, Pilimathalawa

Dear Sir,

We/I the undersigned, declare that:

1. I/We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITS) and offer to provide vehicles fit for the purpose in conformity with the Conditions of Contract and Instructions (ITS) for the sum shown in the Price Schedule attached herewith and made part of this bid.
2. The Rates of our Bid excluding VAT and Discounts are given in the Price Schedule attached herewith which shall form a part of this bid and I/We offer to undertake to provide the service at the rates as corrected in accordance with the bidding documents.
3. I/We agree to abide by this Bid for a period of **60** days from the Deadline fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
4. Until an agreement is signed and executed, this bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
6. If our bid is accepted, I/We commit to obtain a performance security in accordance with the Bidding Documents
7. I/We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this \_\_\_\_\_ days of \_\_\_\_\_ 200\_

Signature of \_\_\_\_\_

Incapacity of \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

**Section – IV**  
**Acceptable format for Bid Security**

[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: Kandy Multimodal Transport Terminal Development Project, Road Development Authority, Embilmeegama, Pilimathalawa.

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

BID SECURITY 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 HIRING OF MOTOR CARS ON WET LEASE HIRE BASIS FOR KANDY MULTIMODAL TRANSPORT TERMINAL DEVELOPMENT PROJECT under Request for Bid No. ----- [insert Bid number] ("the Bid").

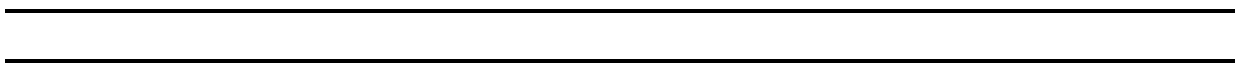
Furthermore, we understand that, according to the Conditions, Bids must be supported by a Bid Security.

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") of the Bid; or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity,
  - (i) fails or refuses to execute the Contract Form, if required, or
  - (ii) fails or refuses to furnish the Performance Security, in accordance with the ITS.

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 of authorized representative(s)]



**Section – V**

**Acceptable Format for Performance Security**

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

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Beneficiary: Kandy Multimodal Transport Terminal Development Project, Road Development Authority, Embilmeegama, Pilimathalawa

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- [name of Bidder] (hereinafter called "the Bidder ") has entered into Contract No. ----- [Reference number of the contract] dated ----- with you, for the HIRING OF MOTOR CARS ON WET LEASE BASIS FOR KANDY MULTIMODAL TRANSPORT TERMINAL DEVELOPMENT PROJECT (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 Bidder, 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 Bidder is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

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

---

[signature(s)]

**Section – VI**  
**Form of Agreement for Hiring of Motor cars**

This agreement is made on this ..... between M/s ..... (herein after called the Bidder whose terms includes its successors and assignees) whose registered office is at.....

AND

**Kandy Multimodal Transport Terminal Development Project, Road Development Authority** (herein after called the Employer whose terms include its successors and assignees) whose registered office is situated at, **Embilmeegama, Pilimathalawa.**

The Bidder will provide vehicles which are fit for the purpose on hire basis for Kandy Multimodal Transport Terminal Development Project, Road Development Authority on the terms and conditions contained herein.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (1) This Agreement;
- (2) The Letter of Acceptance;
- (3) Post Tender correspondence;
- (4) The said Bid
- (5) The Conditions of Contract
- (6) The priced Schedules
- (7) Joint venture agreement (if any)
- (8) Instructions to Bidders

Therefore said documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies shall take precedence in the order set out above.

The “Bidder” has deposited **Rs.**..... as interest free performance security.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Bidder shall during the period of this contract that is to say from ..... or until this contract is determined by such notice as herein after mentioned, will provide vehicles which are fit for the purpose on the rates accepted It is agreed by the Bidder that number of vehicles required is likely to change by 50% of quoted quantity.

2. The Bidder shall comply with all the instructions, terms and conditions of Bidding Documents which are part and partial of this agreement and forms integral part of this agreement. It is anticipated that the Bidder will supply vehicles on regular basis until such time the contract is valid and the parties in agreement are satisfied with the contract.

3. The Bidder agrees with the Employer subject to the terms of this agreement for supply of vehicle on hire basis and in the event of a conflict between these terms and the terms in hire order the terms of this agreement for vehicle Hire shall prevail.

4. Bidder will provide registered and insured vehicles for Employer not older than those quoted and taxes, insurance, levies etc, due on such vehicles shall be the liability of the Bidder.

5. The Bidder should provide the particular model or make of vehicle as agreed upon in the contract. The Employer only reserves the right to substitute it with another similar vehicle. If for any reason, whatsoever, the Employer is not satisfied with condition of the vehicle provided, the Bidder will be informed immediately and he/ they should accept any liability to replace it as per requirement. If for any reason the Bidder is not in a position to provide a substitute vehicle as demanded by the Employer then the Employer is free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Bidder and to impose penalties.

6. If the Bidder fails to provide the vehicles to Employer and if the service is not found satisfactory enough, the Employer shall have the right to terminate the contract in whole or part as per the Bidding Documents and forfeit the Performance Security.

7. That Bidder is liable for any legal dispute/cases/claims that have arisen or may arise during the period of the agreement in respect of vehicles provided by Bidder. The Employer will not be liable for any loss, damages, etc; suffered / to be suffered by Bidder or third party as the case may be.

8. If for any reason the Employer is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Bidder in writing. The Bidder without raising any dispute on such assessment by the Employer regarding the standard of the vehicle provided or quality of service rendered by them, may immediately replace it with another vehicle on receipt of such complaint.

9. The Bidder shall also be liable for all fines, penalties and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period. The Bidder accordingly indemnifies the Employer against all such liability.

10. If the Bidder institutes any legal proceedings against the Employer to enforce any of its rights under this agreement it shall be in the legal jurisdiction of Employer where the vehicle has been hired and not the place where the Bidder has his registered office.

11. The Bidder will bear all expenses, except for minor repairs, lubrication and minor services to a total sum of which up to Rs. 500/= per month which will be on employer's account.

12. The agreed mileage for one month is .....Km or less for which the hirer to pay a sum of Rs.....and for each additional Km excess of the .....Km mentioned above, Rs..... Per Km would be charged from the employer.

13. Employer will not use the Vehicle for any unlawful or immoral activities.

14. Bidder will provide with comprehensive passenger cover & provision for the hiring.

15. Drivers must hold relevant driving licences and must be safe driving, well-disciplined and ready to work in a manner of requirement of the project.

16. Payment of the monthly rental

Employer agreed to the monthly rent for each month to the bidder within three weeks after received the relevant invoice from the bidder.

Signed \_\_\_\_\_

Signed \_\_\_\_\_

For and on behalf of the Employer

For and on behalf of the Bidder

Name \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Seal

Seal

In the presence of witnesses In the presence of witnesses

1. \_\_\_\_\_  
Name

1. \_\_\_\_\_  
Signature

2. \_\_\_\_\_  
Name

2. \_\_\_\_\_  
Signature



**Section – VII**  
**Schedule of Requirements**

<b>S. No</b>	<b>Type of vehicle</b>	<b>Model</b>	<b>Minimum Engine capacity/Fuel Type</b>	<b>Seating capacity</b>	<b>Quantity Required Qty.</b>	<b>Insurance Required Insurance</b>	<b>Minimum Monthly Run (km)</b>	<b>Extra km Run/ month (Approximately)</b>
<b>1</b>	<b>Full Option Sedan Motor Car- Automatic</b>	<b>2015 OR LATER</b>	<b>1480 CC or above / PETROL</b>	<b>4</b>	<b>03</b>	<b>Comprehensive Cover fit for the purpose</b>	<b>2500</b>	<b>500</b>

**Section – VIII**

**Price Schedule**

Project Director  
Kandy Multimodal Transport Terminal Development Project,  
Road Development Authority,  
Embilmeegama,  
Pilimathalawa.

**SUB: BID FOR HIRING OF MOTOR CARS ON WET LEASE HIRE BASIS**  
**CONTRACT NO: RDA/WB/KMTTDP /NCB/VHL/03**

Dear Sir,

Having examined the Bidding Documents, terms and Conditions of Contract stipulated therein, specifications and schedule of requirement etc., I/We the undersigned offer to hire vehicles on wet lease basis conforming to the Bidding Documents at the rates quoted in the Price Schedules given below:

**Part –I**

**Details Regarding Bidder**

1. Name of the Bidder : .....
2. Bidder's Address : .....  
.....  
.....  
.....
3. Telephone Number (s) : .....  
Mobile No. : .....
4. Is the firm proprietary or partnership : .....
5. Name of the proprietor or partnership : .....
6. VAT Registration No : .....
7. Number of Vehicles available      CARS .....

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

**Part –II**

**Price Schedules**

**HIRING OF MOTOR CARS ON WET LEASE BASIS - Minimum Monthly Run-2500 km**

	Type	Model and registration number if available	Make	Fuel Consumption(km/Lit)	Automatic/Manual	Minimum Engine capacity/Fuel Type	Year of manufacture	Name of the institution issuing Comprehensive insurance	Minimum monthly hire charge (Rs)		Charge per extra km (Rs) <sup>1</sup>		Driver's overtime Rate per hour (Rs.) <sup>2</sup>	Fuel price (Rs.) <sup>3</sup>
									Rs (in figure)	Rs (in words)	Rs (in figure)	Rs (in words)		
1	Full Option Sedan Motor Car-Automatic													

Note:

1. Maximum excess mileage per month 500km will consider for evaluation.
2. After 9 hrs of working day, working hours of Sunday, and Mercantile holiday, maximum over time hours per month 100hrs will consider for evaluation
3. Date of bid submission

VAT:.....

.....

Date:.....

Signature of Bidder with Seal

**Section – IX**

**Letter of Authorization for Attending Bid Opening**

**To**

Project Director  
Kandy Multimodal Transport Terminal Development Project  
Road Development Authority  
Embilmeegama,  
Pilimathalawa.

**Subject:** Authorization for attending Bid opening on \_\_\_\_\_ (date) in the bid of  
\_\_\_\_\_.

Following person is hereby authorized to attend the Bid opening for the bid mentioned above on behalf of  
\_\_\_\_\_ (Bidder) in order of preference given bellow.

.....  
.....

**Name**

**Specimen signature**

Signature of Bidder  
Or  
Officer authorized to sign the bid  
Documents on behalf of the Bidder.

**Inspection Schedule**  
(To Be Filled By The Employer)

S. NO	BBIDDER	VEHICLE NO	Type	Fuel Type	Fuel	Model	Make	GENERAL CONDITION REPORT						
					Consumption Km/Lt			BODY	INTERIOR	ACCESSORIES	ENGINE	TYRES	OTHERS	REMARKS

**SIGNATURE OF OFFICERS INSPECTING:**

**1** .....

**2** .....

**NAME:**

.....

.....

**DATE:**

.....

.....