Ministry of Industry and Entrepreneurship Development

Sri Lanka Export Development Board (EDB)

BIDDING DOCUMENT

FOR THE

Procurement of Five Motor Vehicles on an Operational Lease Method

Contract Number EDB/PU/NCB/2026/09

NATIONAL COMPETITIVE BIDDING

Sri Lanka Export Development Board
9th Floor, NDB–EDB Tower, No. 42 Nawam Mawatha, Colombo 02.
Tel. 0112300702
Website: www.srilankabusiness.com

Ministry of Industry and Entrepreneurship Development
Sri Lanka Export Development Board (EDB)

INVITATION FOR BID

Procurement of Five Motor Vehicles on an Operational Lease Method

Contract No. EDB/PU/NCB/2026/09

1. The Chairman, Department Procurement Committee (DPC), on behalf of Sri Lanka Export Development Board (SLEDB) now invites sealed bids from eligible and qualified bidders for the Procurement of Five Motor Vehicles on an Operational Lease Method to Sri Lanka Export Development Board (EDB).

- **Sedan or SUV Vehicles**

2. Bidding will be conducted through the National Competitive Bidding (NCB – Single Stage One Envelope Bidding Procedure) specified in the National Procurement Guidelines 2024 and are opened to all eligible bidders as defined in the Guidelines. The contract period will be 36 months.

3. To be eligible for contract award, the successful bidder shall not have been blacklisted, suspended, or debarred by any government institution or recognized regulatory authority at the time of submission.

4. The qualification criteria for the eligible bidders shall include the following, (Additional qualification requirements are given in the Procurement Documents)

Qualification requirements to qualify for contract award include -

- The Bidder shall be a legally registered company in accordance with the applicable laws and regulations of Sri Lanka.
- The bidder shall supply vehicles with a mileage of less than 150,000 km at the time of hiring. The year of manufacture of the vehicles shall be 2023 or later.
- Documentary evidence of experience in supplying motor vehicles under operational leasing method within the last three (03) years.

5. The Bidding Documents may be inspected by interested parties up to **18th November 2026**, from **09.00 hours to 15.00 hours** on working days, at the office of the **Assistant Director – Procurement**, Level 06, NDB–EDB Tower, No. 42, Nawam Mawatha, Colombo 02. The Bidding

Documents may also be inspected by accessing the Procurement Document published under the "**Announcements**" section of the **EDB** website at **www.srilankabusiness.com/announcements/.**

6. Interested eligible Bidders may obtain further information from the **Assistant Director – Procurement**, Level 06, NDB–EDB Tower, No. 42, Nawam Mawatha, Colombo 02, from **09.00 hours to 15.00 hours** on working days. Telephone: **011-2300702**; E-mail: **disna@edb.gov.lk**.

7. A complete set of Procurement Documents in English may be obtained by interested eligible Bidders from the Sri Lanka Export Development Board (EDB) at the address specified in Paragraph 6, upon payment of the applicable **non-refundable fee of Rs. 3,500.00**. The method of payment will be in cash only. Original receipt shall be enclosed with the Bid. Bids submitted without the required proof of payment shall be rejected.

8. The Bids must remain valid for a period of seventy-seven (77) calendar days from the closing date for bid submission.

9. The original Bid shall be enclosed in a sealed envelope. The top left-hand corner of the envelope shall be clearly marked: "**EDB/PU/NCB/2026/09 – Procurement of Five Motor Vehicles on an Operational Lease Method".**

10. Sealed Bids must be either delivered to the **Chairperson Procurement Committee, Sri Lanka Export Development Board, Level 06, NDB–EDB Tower, No. 42, Nawam Mawatha, Colombo 02** or deposit on the tender box keep in Procurement unit, on or before 02.30 p.m on 19th November 2026. All Bids must be accompanied by a bid security in the form of a Bank Guarantee using the format given in the Procurement Document in the amount of **Sri Lankan Rupees One Hundred Thirty Thousand (LKR 130,0000.00)**

11. Late bids will be rejected. Bids will be opened at 02.45 p.m on the same day in the presence of the Bidders' representatives who choose to attend in the 7th floor Mini Conference Room. in the presence of the bidder/bidder's representative who chooses to attend.

12. A Pre-Bid Meeting will be held at 10.00 a.m. on 12th November 2026 at 9th Floor Board room of EDB. All interested Bidders may participate in the Pre-Bid meeting.

Chairman / CEO
Sri Lanka Export Development Board (EDB)
No. 42, Nawam Mawatha,
Colombo 02

November 6th 2026

Section I. Instructions to Bidders (ITB)

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

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

		(b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; (c) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, non-competitive levels; and (d) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
	3.3	If the Purchaser found any unethical practices as stipulated under ITB Clause 3.2, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
4. Eligible Bidders	4.1	All bidders shall possess legal rights to supply the Goods under this contract.
	4.2	A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they: (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or (b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.
	4.3	A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, www.npa.gov.lk
	4.4	Foreign Bidder may submit a bid only if so stated in the BDS
5. Eligible Goods and Related Services	5.1	All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards.

B: Contents of Bidding Documents		
6. Sections of Bidding Documents	6.1	The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8 Volume 1 • Section I. Instructions to Bidders (ITB) • Section VI. Conditions of Contract (CC) • Section VIII. Contract Forms Volume 2 • Section II. Bidding Data Sheet (BDS) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms • Section V. Schedule of Requirements • Section VII. 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 requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.
8. Amendment of Bidding Documents	8.1	At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
	8.2	Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.
	8.3	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

C: Preparation of Bids		
9. Cost of Bidding	9.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. Language of Bid	10.1	The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language.
11. Documents Comprising the Bid	11.1	The Bid shall comprise the following: (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15; (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20; (c) documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents; (d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and (e) any other document required in the BDS.
12. Bid Submission Form and Price Schedules	12.1	The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
13. Alternative Bids	13.1	Alternative bids shall not be considered.
14. Bid Prices and Discounts	14.1	The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.
	14.2	Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.
	14.3	If so, indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately
	14.4	i. Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:

		(a) on components and raw material used in the manufacture or assembly of goods quoted; or (b) on the previously imported goods of foreign origin ii. However, VAT shall not be included in the price but shall be indicated separately; iii. the price for inland transportation, insurance and other related services to deliver the goods to their final destination; iv. the price of other incidental services
	14.5	The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.
	14.6	All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.
15. Currencies of Bid	15.1	Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.
16. Documents Establishing the Eligibility of the Bidder	16.1	To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
17. Documents Establishing the Conformity of the Goods and Related Services	17.1	To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
	17.2	The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
	17.3	The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if specified in the BDS following commencement of the use of the goods by the Purchaser.
18. Documents Establishing the Qualifications of the Bidder	18.1	The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the Purchaser’s satisfaction:

		(a) Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods; (b) that, if required in the BDS, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
19. Period of Validity of Bids	19.1	Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the Purchaser as non-responsive.
	19.2	In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.
20. Bid Security	20.1	The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.
	20.2	The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall: (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution; (b) be issued by a institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, www.npa.gov.lk. (c) be substantially in accordance with the form included in Section IV, Bidding Forms; (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked; (e) be submitted in its original form; copies will not be accepted; (f) remain valid for the period specified in the BDS.
	20.3	Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.

	20.4	The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.
	20.5	The Bid Security may be forfeited or the Bid Securing Declaration executed: (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or (b) if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3 (c) if the successful Bidder fails to: i. sign the Contract in accordance with ITB Clause 42; ii. furnish a Performance Security in accordance with ITB Clause 43.
21. Format and Signing of Bid	21.1	The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.
	21.2	The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.
D: Submission and Opening of Bids		
22. Submission, Sealing and Marking of Bids	22.1	Bidders may always submit their bids by mail or by hand. (a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copy shall then be enclosed in one single envelope.
	22.2	The inner and outer envelopes shall: (a) Bear the name and address of the Bidder; (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1; (c) bear the specific identification of this bidding process as indicated in the BDS; and (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
23. Deadline for Submission of Bids	23.1	Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.

	23.2	The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
24. Late Bids	24.1	The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
25. Withdrawal, and Modification of Bids	25.1	A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be: (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "MODIFICAT ION;" and (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.
	25.2	Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1.
	25.3	No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.
26. Bid Opening	26.1	The Purchaser shall conduct the bid opening in public at the address, date and time specified in the BDS.
	26.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
	26.3	All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid

		Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 24.1.
	26.4	The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet.
E: Evaluation and Comparison of Bids		
27. Clarifications	27.1	Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
	27.2	Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.
28. Clarification of Bids	28.1	To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.
29. Responsiveness of Bids	29.1	The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
	29.2	A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

		(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
	29.3	If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
30. Nonconformities, Errors, and Omissions	30.1	Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
	30.2	Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	30.3	Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis: (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
	30.4	If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid-Securing Declaration shall be executed.
31. Preliminary Examination of Bids	31.1	The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 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. (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1; (b) Price Schedules, in accordance with ITB Sub-Clause 12; (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.
32. Examination of Terms and Conditions; Technical Evaluation	32.1	The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the Contract Data have been accepted by the Bidder without any material deviation or reservation.
	32.2	The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
	32.3	If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.
33. Conversion to Single Currency	33.1	If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.
34. Domestic Preference	34.1	Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.
35. Evaluation of Bids	35.1	The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
	35.2	To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.
	35.3	To evaluate a Bid, the Purchaser shall consider the following: (a) the Bid Price as quoted in accordance with clause 14; (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3; (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3

		(d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria; (e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.
	35.4	The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids
	35.5	If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.
36. Comparison of Bids	36.1	The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.
37. Post qualification of the Bidder	37.1	The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
	37.2	The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.
	37.3	An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	38.1	The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.
F: Award of Contract		
39. Award Criteria	39.1	The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
40. Purchaser's Right to Vary	40.1	At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services

Quantities at Time of Award		originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
41. Notification of Award	41.1	Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
	41.2	Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
	41.3	Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.
42. Signing of Contract	42.1	Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.
	42.2	Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.
43. Performance Security	43.1	Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.
	43.2	Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II: Data Sheet

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: **Sri Lanka Export Development Board (EDB)** Address: **9th Floor,** **NDB –EDB Tower,** **No. 42 Nawam Mawatha,** **Colombo 02**
ITB 1.1	The Name and Identification Number of the Contract are **Procurement of Five Motor Vehicles on an Operational Lease Method** Contract Number: **EDB/PU/NCB/2026/09**
ITB 2.1	The source of funding is: **Government of Sri Lanka**
ITB 4.4	Foreign bidders ***are not allowed*** *to participate in bidding.*
	B. Contents of Bidding Documents
ITB 7.1	For **Clarification of bid purposes** only, the Purchaser's address is: Attention: **Head of Procurement** Address: **Sri Lanka Export Development Board (EDB)** **6th Floor,** **NDB EDB Tower,** **No. 42 Nawam Mawatha,** **Colombo 02** Telephone: **0112300702, 112300705-11 Ext. 365** Fax number: **0112300728** Email: **disna@edb.gov.lk**
	C. Preparation of Bids
ITB 11.1 (e)	The Bidder shall submit the following additional documents: Document for prove the Qualification requested in IFB. 1. Bidder 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 closed in one single envelope. 2. Certified copy of the Certificate of Business Registration. 3. Documentary evidence of experience in supplying a minimum of five motor vehicle under operation leasing method within last three years. 4. Completed Price Schedule(s) quoted. 5. Bid Security in the form and amount specified in the Bidding Document.
ITB 14.3	prices quoted shall correspond to 100% of the items specified and to 100% of the quantities specified.
ITB 15.1	The Bidder shall quote in Sri Lankan Rupees and payment shall be made in Sri Lankan Rupees
ITB 18.1 (b)	After-sales service may be required
ITB 19.1	Bids shall be valid up to 77 calendar days from the date of closing of bids.
ITB 20.1	a. Bid shall include a Bid Security and Bid Security Guarantee shall be; i. An unconditional on demand bank guarantee ii. Issued by any bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka. iii. In favour of The Sri Lanka Export Development Board (The name of beneficiary)
ITB 20.2	The Bid Security amount must be LKR One Hundred Thirty Thousand (130,000.00) The validity period of the bid security shall be from 19th **November 2026 until 04th March 2027**
D. Submission and Opening of Bids	
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification marks: **"EDB/PU/NCB/2026/09 – Procurement of Five Motor Vehicles on an Operational Lease Method**
ITB 23.1	For bid submission purposes, the Purchaser's address is: **Head of Procurement** **Sri Lanka Export Development Board (EDB)** **6th Floor, NDB – EDB Tower** **No. 42 Nawam Mawatha,** **Colombo 02.** The deadline for the submission of bids is: 19th **November 2026 on 02.30 p.m**.
ITB 26.1	The bid opening shall take place at: Address: Sri Lanka Export Development Board (EDB) 7th Floor, Mini Conference Room NDB EDB Tower, No. 42 Nawam Mawatha, Colombo 02. Date: 19th **November 2026** Time: **02.45 p.m.**

E. Evaluation and Comparison of Bids	
ITB 34.1	Domestic preference **shall not be** a bid evaluation factor.
ITB 35.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III – Evaluation and Qualification Criteria: a) The Vehicles should be supplied within fourteen days from date of award b) All Bids shall be complied with the duly completed specification requirements of the bidder. c) Training for operation and maintenance shall provide.
ITB 35.4	The following factors and methodology will be used for evaluation 1. The Evaluation criteria mentioned in Section III 2. Bidder should comply with the eligibility criteria
ITB 35.5	Bidders shall be allowed to quote for one or more number of vehicles.
ITB 42	The final award decision will be informed to the successful bidder following the Appeal process as per the Procurement Guidelines

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 qualifications 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 certified copies of the Audited Financial Statements for the last 2 years

(b) Experience and Technical Capability

I. The Bidder must be a company/business registered in Sri Lanka for a period of more than three (03) 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 three (03) years must be appointed as the local agent.
II. The Bidders shall submit a declaration letter to prove having capacity to provide required continuous
III. Services (24 hours and 365 days) to the Sri Lanka Export Development Board
IV. Experience in similar assignments in last three years (Documentary evidence shall be attached).
V. Clients' references.

SECTION IV

Bidding Forms

Bid Submission Form

Price Schedule

Bid Security (Guarantee)

Bid-Securing Declaration

Bid Submission Form

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

[The Bidder shall fill in this Form in accordance with the instructions indicated 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: *[* insert complete name of Purchaser]*

We, the undersigned, declare that:

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

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[* insert a brief description of the Goods and Related Services];*

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

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

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;

(g) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

(h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;

(k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*
In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Price Schedule

The Bidder shall fill in these Price Schedule in accordance with the instructions indicated.

Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)									
Line Item No	**Brand and Model of the Vehicle**	**Details of Vehicles**				**Hire Charge- 3000 KM**			**Extra Charges 1 km**
		Country of Origin	**Year of Manufacture**	**Vehicle Registration Number**	**Current Mileage**	**Without VAT**	**VAT amount**	**Total charge with VAT**	
01.									
02.									
03.									
04.									
05.									
Total									

Signed

Name

Duly authorizes

Bid Guarantee

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

[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]
---------- *[insert issuing agency's name, and address of issuing branch or office]* ------

***Beneficiary Sri Lanka Export Development Board** ---------- *[name and address of Purchaser]*

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

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

We have been informed that --------- *[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated --------- *[insert (by issuing agency) date]*(hereinafter called "the Bid") for the supply of *[insert name of Supplier]* under Invitation for Bids No. ---------- *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ---------- *[insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ---------- *[insert amount in figures]* ---------- *[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or

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

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

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

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

Bid-Securing Declaration

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

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

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

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

Contract Identification Nº: ---------[insert number]*

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

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

We, the undersigned, declare that:

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

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

Name *[insert printed or typed name]*

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

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

Section V. Schedule of Requirements

Contents

List of Goods and Delivery Schedule .....

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

Technical Specifications .....

. List of Goods and Delivery Schedule

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

Ser No.	Details of the Vehicles						Final (Project Site) Destination as specified in BDS	Delivery Date		
	Make and model of the car	Registration Number	Fuel Type	Country Of Origin	Manufacturing year	Engine Capacity		**Earliest Delivery Date**	**Latest Delivery Date**	**Bidder's offered Delivery date [*to be provided by the bidder*]**
	[insert description of Goods]						*[insert place of Delivery]*	*[insert the number of days following the date of effectiveness the Contract]*	*[insert the number of days following the date of effectiveness the Contract]*	*[insert the number of days following the date of effectiveness the Contract]*
01.							**Sri Lanka Export Development Board (EDB) No. 42, Nawam Mawatha, Colombo 02**	**On or before 02 days from the date of contract award**	**On or before 14 days from the date of contract award**	
02.										
03.										
04.										
05.										

Technical Specification & Compliance

No	Component Description	Minimum Specification	Bidder's Response (Yes/No/Specify)
01.	**Model**		
02.	**Type**	**Sedan/SUV**	
03.	**Seating Capacity**	**Minimum 05 with Driver**	
04.	**Year of manufacture**	**Should be after 2023 or newer**	
05.	**Mileage**	**Below 150,000 km**	
06.	**Country of Origin**		
07.	**Air Condition**	**Full air conditioned**	
08.	**Transmission**	**Auto**	
09.	**Engine capacity**	**1000-2500cc**	
10.	**Engine Type**	**Petrol, Diesel, Hybrid, Electric**	
11.	**Fuel type**		
12.	**Minimum usable battery capacity - Electric Vehicle**	**50kwh**	
13.	**Motor Power**	**Minimum – 100KW**	
14.	**AC Charging**	**7 KW Minimum**	
15.	**DC Fast Charging**	**50 KW Minimum**	
16.	**Tyre**	**Should be good running condition**	
17.	**Safety**	**ABS**	
		Airbags	
		Seat belts	
18.	**Other Options**	**Power Steering**	
		Power shutter	
19.	**Colour**	**Preferable colours white/Black/silver**	
20.	**Sun UV protection**	**Tinted side and rear windscreen (within legally authorized limit)**	
21.	**Interior**	**Leather/Fabric seat covers (Durable, easy to clean material)**	
		Carpets	

22.	**Entertainment**	**Touch screen with android setup**	
23.	**Reverse Assistant**	**Reverse Camera with Screen**	
		Reverse Sensors (Preferable)	
24.	**Replacement vehicle during repairs and Services**	**Bidder shall provide a similar replacement vehicle within 24 hours**	
25.	**Allowed Km per month**	**Minimum 3000 km per month**	
26.	**Additional Charges**	**Per 1 Km Over 3000Km**	
27.	**Service & Maintenance**	**Shall be done by the supplier**	
28.	**Insurance**	**Full insured with the rent car policy**	
29.	**Registration**	**Vehicle shall be registered in the name of the service provider or shall be covered under a valid agreement throughout the contract period.**	

*** Item No 12,13,14 and 15 are applicable to electric Vehicles only.**

Signature of the Bidder's authorized representative……..

Name of the representative: ……...

Company Stamp: Date: ……

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(i)	The Purchaser is[1]: **Sri Lanka Export Development Board (EDB)**
CC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are[2]: **Sri Lanka Export Development Board (EDB) NDB EDB Tower, No. 42, Nawam Mawatha, Colombo 02**
CC 8.1	For **notices**, the Purchaser's address shall be: Attention[3]: **Chairman/CEO** Address: **9th Floor, NDB EDB Tower, No. 42 Nawam Mawatha, Colombo 02** Telephone: **94 011 2300712** Facsimile number: **94 011 2300715** Electronic mail address*:* **chairman@edb.gov.lk**
CC 15.1	***Sample provision [Select appropriately]*** CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: A**: For Vehicles offered within Sri Lanka** **Payment shall be made in Sri Lanka Rupees within thirty (30) days after submission claim to purchaser after services have been performed.**
CC 17.1	Within 14 days of receipt of letter of award the successful bidder shall furnish a performance security equal to 5% of the total contract sum as per the specimen given in Section VIII. The performance security shall be in the form of bank guarantee issued by a commercial bank operating in Sri Lanka approved by the Central Bank of Sri Lanka. The Performance Security shall be in favour of **Sri Lanka Export Development Board** and shall be valid for a period specified by Purchaser
CC 25.1	The inspections and tests shall be **Required.**
CC 25.2	The Inspections and tests shall be conducted a[4]t: **Sri Lanka Export Development Board (EDB)**
CC 26.1	The liquidated damages Not applicable
CC 26.1	The maximum amount of liquidated damages shall be.

Section VIII. Contract Forms

Table of Forms

1. Contract Agreement .....

2. Performance Security .....

1. **Contract Agreement**

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) *[insert complete name of Purchaser],* a *[insert description of type of legal entity, for example, an agency of the Ministry of .....or corporation* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called "the Purchaser"), and

(2) *[insert name of Supplier],* a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

   (a) This Contract Agreement

   (b) Contract Data

   (c) Conditions of Contract

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

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

   (f) The Purchaser's Notification of Award

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

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

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

2. **Performance Security**

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

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

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

* Beneficiary **Sri Lanka Export Development Board** *[Name and Address of* Employer*]* ----------

Date: ----------

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

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

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

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

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

_____

[signature(s)