

**ISSUED TO**

.....  
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.....

**RECEIPT NO** .....

RS. 3000 /= (Non-Refundable Fee) Seen.

.....

**Signature Of Officer**

**Date** .....



# National Audit Office

**BIDDING DOCUMENT**

**National Competitive Bidding (NCB)**

**Supplying of 22 Double Cabs 4WD for the National Audit Office  
on Rental Basis**

**IFB No: PMD/01/2026 - 01**

National Audit Office

No. 306/72

Polduwa Road

Battaramulla

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# National Audit Office

## Invitation for Bids (IFB)

**Supplying of 22 Double Cabs 4WD for the National Audit Office on rental basis.**

**IFB No: PMD/01/2026 - 01**

1. The **Chairman, Procurement Committee** on behalf of the **National Audit Office** now invites sealed bids from eligible and qualified bidders for the **supplying of 22 Double Cabs 4WD for the National Audit Office** as specified in the Bidding Document.

Supply of the Service: Immediately after the Date of Signing the Contract.

2. Bidders must meet the following minimum qualification criteria:
  - 2.1 Bidder should be the owner of vehicles, vehicle agents who are franchise holders of world-renowned vehicle brand available in Sri Lanka, financial institutes registered under the Central Bank of Sri Lanka or car rental services (i.e. Rent a car Companies), and that business must be registered under the Business Name Ordinance or the Companies Act., and the model should not be older than 2013.
  - 2.2 The selected lowest bidder shall make available the vehicle at the place, to be decided by the Hirer, for inspection. If the Hirer is satisfied with the condition of the Vehicles, only then, Letter of Awarding shall be awarded to the evaluated lowest bidder. If the lowest bidder is not able to provide vehicle(s) in good condition, it results in not awarding the contract.
  - 2.3 Following documentary evidences should be submitted along with the bid.
    - (a) The proof of ownership in case of own vehicle or in case of leased hold vehicles a power of attorney/affidavit, authorizing the bidder to use the vehicle for hiring, on stamp paper from Notary.
    - (b) Evidences of providing of vehicles to the Government organizations may be considered in the evaluation process.

## Invitation for Bids (IFB)

- (c) Providing of the Certificates of business registration may be considered at the evaluation.
3. Bidding will be conducted through the **National Competitive Bidding (NCB)** procedure specified in the **National Procurement Guidelines**, and are opened to all eligible bidders as defined in the Guidelines.
  4. Interested eligible bidders could obtain further information from **Deputy Auditor General (HWS)**, Tel: +94112878572, from 09.00 to 15.00 hrs. in working days, commencing from **20<sup>th</sup> February 2026**. Bidding document is also available on NAO website (<http://www.auditorgeneral.gov.lk>) only for inspection purposes.
  5. A complete set of Bidding Documents in English can be purchased by interested Bidders on the submission of a written application on a business letterhead, and upon payment of a non-refundable fee of LKR 3000, the method of payment will be cash.
  6. Bidders may submit quotation for hiring the vehicle without the driver and fuel as mentioned in the bid documents.
  7. Duly perfected bids along with the required documents may either be delivered to room No. 208 on Second floor of the National Audit Office situated at No.306/72, Polduwa Road, Battaramulla or sent by registered post to the address given below to receive at or before **14.00 hrs. on 13<sup>th</sup> March 2026**. Late bids will be rejected. Bids will be opened in the presence of the authorized representatives of the bidders at **14.00 hrs. on 13<sup>th</sup> March 2026**. All bids must be accompanied by a Bid Security not less than Sri Lankan Rupees Thirty Five Thousand (Rs. 35,000) for each Double Cab vehicle and the bid security should be in favour of Auditor general, National Audit Office and should be valid up to **09<sup>th</sup> July 2026**.

**Chairman**  
**Procurement Committee**  
**National Audit Office No.306/72, Polduwa Road**  
**Battaramulla.**

## Section II. Bidding Data Sheet (BDS)

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

<b>ITB Clause Reference</b>	<b>A. General</b>
<b>ITB 1.1</b>	The Hirer: <b>National Audit Office</b>
<b>ITB 1.1</b>	The name and identification number of this procurement are: <b>Supplying of 22 Double Cabs for the National Audit Office on rental basis</b> <b>IFB No: PMD/01/2026 - 01</b>
<b>ITB 2.1</b>	The source of funding is: <b>Government of Sri Lanka</b>
<b>ITB 4.4</b>	Foreign bidders are <b>not allowed</b> to participate in this bidding.
	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	For <b><u>Clarification of bid purposes</u></b> only, the Hirer's address is:  Attention: <b>Mr. K.K.S. Jayakody</b> <b>Deputy Auditor General (HWS)</b> Address: <b>2<sup>nd</sup> Floor,</b> <b>National Audit Office, Battaramulla</b>  Telephone: +94112878572
<b>ITB 7.1</b>	The Pre- Bid Meeting shall take place at the following date, time and place:  Date : <b>04<sup>th</sup> March 2026</b> Time: 11.00 a.m. Place Room No. 410, 4 <sup>th</sup> Floor, National Audit Office, 306/72, Polduwa Road, Battaramulla
	<b>C. Preparation of Bids</b>

Invitation for Bids (IFB)

<p><b>ITB 11.1 I</b></p>	<p>The Bidder shall submit the following additional documents:</p> <ul style="list-style-type: none"> <li>(i) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 21;</li> <li>(ii) Documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;</li> <li>(iii) The bidder should furnish documentary evidence on all past supplies of comparable value as the bid, over the last five years, together with evidence of satisfactory performance, such as certificate of acceptance.</li> <li>(iv) Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company, firm or partnership, etc.</li> <li>(v) Details of service centers and information on service support facilities that would be provided after signing the agreement.</li> <li>(vi) Reports on financial standing of the bidder such as Financial Statements (profit and loss statements, statement of financial positions, auditor's reports), Bankers certificates, etc. for the past three years, if available.</li> <li>(vii) The bidder should furnish a brief write up explaining available facilities in break downs and maintaining and supply of the vehicles within the specified time.</li> </ul>
<p><b>ITB 14.3</b></p>	<p>The Bidders may quote following minimum quantities: Bidder is requested to quote maximum of the requirement indicated in the price schedule in Without Driver &amp; Fuel basis.</p>
<p><b>ITB 14.4</b></p>	<p>All taxes other than VAT shall be included to the bid price mentioning separately.</p>
<p><b>ITB 15.1</b></p>	<p>The bidder shall quote the total bid price <b>only in Sri Lankan Rupees.</b></p>
<p><b>ITB 17.1</b></p>	<p>If required as specified in the Contract data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the contract price for the performance of the contract.</p>
<p><b>ITB 17.3</b></p>	<p>Supplier shall carry sufficient number of vehicles to assure to supply of same service in the same district or province.</p>

Invitation for Bids (IFB)

<b>ITB 19.1</b>	The bid shall be valid until: <b>10<sup>th</sup> June 2026</b>
<b>ITB 20.1</b>	<p>The Bid shall include a Bid Security (issued by a bank) included in Section IV Bidding Forms.</p> <p>The Bid Security of a Joint Venture (JV) 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 Security shall be in the names of all future partners as named in the letter of intent mentioned in Section IV “Bidding Forms,” Bidder Information Form Item 6.</p>
<b>ITB 20.2</b>	<p>The amount of the Bid Security shall be: <b>LKR 35,000 per Double Cab.</b></p> <p><i>The validity period of the bid security shall be until <b>09<sup>th</sup> July 2026.</b></i></p>
	<b>D. Submission and Opening of Bids</b>
<b>ITB 22.2 I</b>	<p>The <b>Original</b> and <b>one Copy</b> of the bid shall be submitted.</p> <p>Also, the Name and number of the Bid:</p> <p><b>Procurement of Supplying 22 Double cabs for the National Audit Office on rental basis</b></p> <p><b>IFB No. PMD/01/2026 -01</b> should be stated in the top left hand corner of the envelopes.</p>
<b>ITB 23.1</b>	<p>For bid submission purposes, the Purchaser’s address is:</p> <p>Attention: <b>Chairman, Procurement Committee</b></p> <p>Address: <b>National Audit Office</b></p> <p><b>No.306/72, Polduwa Road, Battaramulla</b></p> <p>The deadline for the submission of bids is:</p> <p>Date: <b>13<sup>th</sup> March 2026</b>                      Time: <b>14.00 hrs.</b></p> <p>In the Event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.</p>
<b>ITB 26.1</b>	<p>The bid opening shall take place at:</p> <p>Address:</p> <p><b>Room No. 208 (2nd Floor)</b></p>

Invitation for Bids (IFB)

	<p><b>National Audit Office</b>  <b>No.306/72, Polduwa Road,</b>  <b>Battaramulla</b></p> <p>Date: 13<sup>th</sup> March, 2026 Time: 14.00 hrs.  <b>“Telex, Cable, E-mail or facsimile bids will be rejected”</b></p>
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 34.1</b>	District or Provincial preference <b>shall</b> be a bid evaluation factor.
<b>ITB 35.3(d)</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: <b>No</b></p> <p>(b) Deviation in payment schedule: <b>No</b></p> <p>(c) the cost of replacement, spare parts, and other service: <b>No</b></p>
<b>ITB 35.4</b>	<p>The following factors and methodology will be used for evaluation:</p> <p>All criteria’s are indicated in the Section III</p>
<b>ITB 35.5</b>	<b>Not Applicable</b>

## Section III. Evaluation and Qualification Criteria

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

1. Evaluation Criteria (ITB35.3(d))

The Hirer's evaluation of a bid shall take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14, one or more of the following factors as specified in ITB Sub-Clause 35.3(d).

2. Evaluation Criteria (ITB 35.4)

Substantially responsive lowest evaluated bid

3. Multiple Contracts (ITB35.5)

No additional factors and select the substantially responsive lowest evaluated bid

4. Post qualification Requirements (ITB37.2)

### Experience and Capacity

The Bidder shall furnish documentary evidence to demonstrate the past experience if available providing similar nature service

5. Provincial and District Preference (ITB34.1) – **Applicable**

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## Section IV. Bidding Forms

### 4.1 Bid Submission Form

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

Date: \_\_\_\_\_ **IFB No: PMD/01/2026 - 01**

To: **Auditor General  
National Audit Office  
No.306/72, Polduwa Road  
Battaramulla**

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]*;

We offer to supply in conformity with the Bidding Documents and in accordance with the Service Schedules specified in the Schedule of Requirements for the **Procurement of Supplying 22 Double Cabs for the National Audit Office on rental basis.**

- (b) The total price of our Bid without VAT, including any discounts offered is: *[insert the total bid price in words and figures]*;
- (c) The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures]*;
- (d) 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 shall be accepted at any time before the expiration of that period;
- (e) 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;
- (f) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

- 
- (g) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the Department of Public Finance;
  - (h) 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
  - (i) 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]*

(Common Seal)

FOR CHECKING PURPOSES ONLY





### 4.3 Bid Guarantee

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

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

**Beneficiary: Auditor General  
National Audit Office  
No. 306/72, Polduwa Road  
Battaramulla**

**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. **IFB No: PMD/01/2026 - 01**

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
- I 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)]*

### 4.4 Bidder Information Form

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

Date: \_\_\_\_\_

**IFB No: PMD/01/2026 - 01**

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
5. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
6. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.  <input type="checkbox"/> In case of Government owned entity from the Hirer's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

## 4.5 Joint Venture Partner Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below].*

Date: \_\_\_\_\_

**IFB No: PMD/01/2026 - 01**

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
5. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

2. The Bidder shall affirm the following:

I hereby swear that no individual or partner or stockholder or officer or director associated with this Bid is in any way associated or interested in any other Bid being submitted for this contract to the Hirer.

.....  
Signature of person authorized to sign

.....  
(Name and title of person authorized to sign)

List below the supplementary supporting documentary evidence attached.

.....  
.....  
.....  
.....

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## Section V. Schedule of Requirements

### 5.1 Scope of Work

This section provides a brief overview of scope of work for selected supplier. National Audit Office needs to carry out the audits as specified in the Constitution of the Democratic Socialist Republic of Sri Lanka and the Audit Act No. 19 Of 2018 to meet the statutory requirement of the Auditor General and service of yours will be very important and need to be perform in an trust worthy manner.

The successful bidder of this procurement will hereafter be identified as the **Service Provider** throughout this document.

Service Provider is responsible for providing the service according to the requirement of the audit officers in efficient and effective manner.

### 5.2 Delivery Schedule

Line Item No.	Description of Service	Quality	Period
			Immediately after signing the Contract.

### 5.3 Technical Specifications

Bidders are required to mark their response/compliance against detailed technical requirements below. Failure or negative mark compliancy will be treated as non-compliance.

It is essential that bidder provides information responses when and where the details requested in “Bidders offer” column (Use the following exact format when submitting compliance)

#### Vehicle Specifications

-----

##### 5.3.1 Double Cab 4WD

	Item	Minimum Required Specifications	Offered Specifications
01	Type	4WD Double Cabs - Brand New or Used Vehicle with most recent or current models	*
02	Ownership	Original registration certificate, revenue license and insurance policies should be produced by the supplier.	*
03	No. of Vehicles in the Fleet	At least 05 Vehicles (Same type)	*
04	Year of Manufacturing	Vehicles manufactured before the year 2013 are not preferred, but would be considered only comprising cost benefit ratio for the intended work	*
05	Year of First Registration in Sri Lanka	Vehicle shall not exceed 12 years from the first registration in Sri Lanka during the contract period.	*
06	Transmission	5 Speed Manual	
07	Engine Capacity	Around 2500 CC	*
08	Fuel Type	Diesel	*
09	Fuel Economy	8 kms (Minimum)	*
10	Engine Output (Max)	70 KW Minimum at rated RPM	

11	Safety	Safety Belt for all passengers	
12		Air Bags for Driver and Front Passenger	
13		ABS	
14	Passenger Capacity	05 including the Driver	
15	Accessories/ Attachments	i. Floor Mats	
		ii. Audio/stereo AM/FM/mp3/CD	
		iii. Air Condition	
		iv. Rearview mirror	
		v. Remote Key	
		vi. Alloy wheel	
		vii. Front bumper	
		viii. Tool Kit	
		ix. 2WD/4WD Transfer Switch	
		x. Head Rests (front & rear)	
		xi. Fog lights	
		xii. Power steering	
16	User Manual & Manufacturer's Catalogue	Please attach	
17	List of Users	Please attach	
18	Usage (No. of kilometers used)	Vehicles should be in good running condition. It is better if less than 150,000 Kms	
19	Insurance	All hired vehicles shall be comprehensively insured by the owner of the vehicle.	*
20	Accident Damages	Accident Damages have to be totally reinstated through insurance or to be borne by the owner.	

21	Break down, accident or schedule maintenance of hired vehicles	Supplier is expected to continue the service without interruption by providing replacement vehicles of substantially similar condition. Failure to provide the service more than six hours shall result in deduction of 1/30 of monthly rate per day.	*
22	Contract Period	02 years	
23	Services/ Repairs/ Revenue License	Should be done by the Supplier	
24	No. of vehicles can be provided	Please mention	
25	Service Location	Since vehicles are intended to be attached to the audit offices in every district, it is hoped to obtain vehicles locally.	
26	Availability & Night Parking	Vehicle shall be available on all working days, public holidays and weekends for NAOSL requirements. However, reasonable number of days may be allowed for maintenance and service of the vehicle without jeopardizing NAOSL works, and night parking should be at the office premises or any other place approved by the AG.	

## 5.4 Bid Security

The Bidder should furnish a Bid Security along with the Bid as follows.

<b>Type of Vehicle</b>	<b>Bid Security per Vehicle</b>
-----	-----
	Rs.
Double Cabs	35,000.00

FOR CHECKING PURPOSES ONLY

## Section VII. Contract Data

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

<b>CC 1.1(h)</b>	The Hirer is: <b>National Audit Office</b>
<b>CC 1.1 (l)</b>	The Project Site/Final Destination is: <b>National Audit Office, No. 306/72, Polduwa Road, Battaramulla</b>
<b>CC 8.1</b>	For <b>notices</b> , the Hirer's address shall be:  Attention: <b>K.K.S. Jayakody</b> <b>Deputy Auditor General ((HWS)</b>  Address: <b>National Audit Office</b>  <b>No.306/72</b> <b>Polduwa Road</b> <b>Battaramulla</b>  Telephone: <b>+94112878572</b>
<b>CC 15.1</b>	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  Agreed price before 15 <sup>th</sup> day of the next consecutive month.  Subject to Clause 2 of the General Conditions of Contract, prices charged by the supplier for goods and services under the Contract shall not vary from the prices quoted by the supplier in the Bid Form.
<b>CC 17.1</b>	A Performance Security shall be required. Before signing the agreement, valid up to 28 days beyond the intended completion date of the service agreement.

<b>CC 25.1</b>	<p>The inspections and tests shall be as follows:</p> <p>(i) The selected lowest bidder shall make available the vehicle at the place, to be decided by the Hirer, for inspection. If the Hirer is satisfied with the condition of the Vehicles, only then, Letter of Awarding shall be awarded to the selected lowest bidder. If the lowest bidder is not able to provide vehicle(s) in good condition resulting in not awarding the contract.</p> <p>(ii)The acceptance test will be conducted by the Hirer or any other person nominated by the Hirer at its option at the supplier's address.</p>
<b>CC 25.2</b>	<p>The Inspections and tests shall be conducted at: <b>National Audit Office, No. 306/72, Polduwa Road, Battaramulla</b></p>
<b>CC 26.1</b>	<p>Failure to provide the service more than six hours shall resulting deduction of 1/30 of monthly rate per day.</p>
<b>CC 27</b>	<p>All charges with regard to the providing of services like supplier's staff etc. shall be borne by the supplier during the period of hiring.</p> <p>Client shall not pay any additional expenditure for services rendered during the above period.</p> <p><b>Penalty</b></p> <p>A penalty as stipulated in the Service Level Agreement (SLA) will be imposed in the case of weak performance or failure to provide the agreed level of service to resolve the issue and accumulated penalty amount will be deducted from the performance bond.</p>

## **HIRING AGREEMENT**

## CONTRACT NO. ....

This agreement made and entered into at Colombo in the Democratic Socialist Republic of Sri Lanka on this ..... day of ..... by and between ..... a Company duly incorporated in Sri Lanka and having its registered office at ..... in the said Republic (hereinafter referred to as “**the Owner**” which term or expression shall where the context so requires or admits be taken to mean and include the said ..... and its successors and assigns) of the **FIRST PART** and ..... having its office at ..... in the said Republic (hereinafter referred to as “**the Hirer**” which term or expression shall where the context so requires or admits be taken to mean and include the said ..... and his/her heirs, executors, administrators / its successors and permitted assigns) of the **SECOND PART**.

**WHEREAS** the Hirer is desirous of hiring from the Owner a motor vehicle/s belonging to the Owner and described in the Schedule to this agreement (hereinafter referred to as “**the Vehicle/s**”) and the Owner has agreed with the Hirer to hire the Vehicle/s to the Hirer subject to and upon the terms and conditions hereinafter set forth.

**NOW IT IS HEREBY AGREED** between the Owner and the Hirer that in consideration of the parties doing, observing and performing all of the respective terms, conditions, covenants, stipulations and obligations contained in this agreement to be done, observed and performed respectively by either of them, the parties hereto agree as follows:

### 1. HIRE OF VEHICLE/S

Subject to and upon the terms and conditions contained in this agreement the Owner shall provide the Vehicle/s to the Hirer on hire and the Hirer shall hire the Vehicle/s as from the ..... of January ..... and during the entirety of the definite and ascertained period of ..... commencing from ..... and ending on ..... day of ..... (hereinafter referred to as “**the Period**”).

### 2. RENTALS AND OTHER CHARGES

- (a) The Hirer shall pay to the Owner at the principal place of business of the Owner at ..... on or before the ..... day of each and every month during the period a monthly rental in a sum of **Rupees** ..... (**Rs.....**) plus Vat/Tax at the current rates applicable per vehicle (**per Unit**) in respect of each such month.

In the event the Hirer exceeds the maximum monthly mileage of Two ..... (.....) per vehicle an excess mileage fee of **Rupees** ..... (**Rs.....**) plus Vat/Tax at the current rates applicable per Kilometer per vehicle, in respect of each Kilometer in excess of

the said maximum monthly mileage of .....(..... Km) per vehicle shall be paid by the Hirer to the Owner.

The invoice/s in respect of the excess mileage fee of each vehicle shall be sent to the Hirer by the Owner every three months commencing from the date of delivery of the Vehicle/s to the Hirer, and the Hirer shall pay the said sum within.....from the date of the said invoice/s.

Provided however that the Hirer shall not be entitled to any reduction of the said monthly rental in the event of the Vehicle/s running less than the said .....(.....km) per vehicle in any particular month.

- (b) If the Hirer fails to pay the rental or the excess mileage fee in the manner specified in
- (a) above or any other charges or costs hereof the Hirer shall pay the Owner the said overdue rental, or the excess mileage fee or any other charges or costs hereof together with interest thereon computed at the rate of .....(.....) per month.
- (c) The Hirer shall bear or reimburse the Owner on demand all costs of complying with any statute or regulation relating to the Vehicle/s or its/their use which may be brought into force or effect during the Period notwithstanding any such costs being levies or charges imposed on the Owner as Owner of the Vehicle/s.

### **3. LICENSE AND INSURANCE**

- (a) The Owner shall keep the Vehicle/s licensed during the period by obtaining a valid revenue license per vehicle from the relevant authority.
- (b) The Owner shall keep the Vehicle/s comprehensively insured during the Period.
- (c) It shall be the responsibility of the Hirer to ensure that all terms and conditions of the insurance referred to in clause 3(b) above are strictly complied with, and in the event of the insurer not meeting any claim or part thereof due to the failure of the Hirer to comply with the terms and conditions of the said insurance policy, the Hirer shall indemnify in full the Owner for any loss or damage to the Vehicle/s during the term of the contract.

### **4. MAINTENANCE AND SERVICING OF VEHICLE/S AND RELEVANT CHARGES**

- (a) The Hirer shall keep and maintain the Vehicle/s in good order and sound working condition and operate the same by recognized methods and standards of operations.
- (b) The Hirer shall perform routine and daily maintenance work which shall, inter alia, include the checking and topping up of engine oil, brake fluid, power steering fluid, radiator and battery water, checking of tyre pressure, and other

day to day maintenance work that may be necessary to keep the Vehicle/s in good order and working condition.

- (c) The Hirer will ensure that the Vehicle/s is/are regularly serviced and maintained throughout the period. The Hirer shall produce the Vehicle/s to be serviced at a place mutually agreed upon by the Hirer and the Owner every .....to .....kilometers per vehicle.
- (d) When making payments for additional mileage, payment for additional charges shall be made only for the distance exceeding the total minimum running limit of 6000 Km for the three months period
- (e) The Hirer shall produce the Vehicle/s at the place mutually agreed upon as aforesaid on the day and at the time mutually agreed and make available the Vehicle/s for a period of not less than eight hours to enable the Vehicle/s to be serviced and maintained as aforesaid.
- (f) If the Vehicle/s is/are damaged or in need of repairs the Hirer shall promptly notify the Owner of same and have the said damage inspected and repairs effected by the Owner.
- (g) The Hirer shall maintain a record of all service, maintenance and repairs carried out in respect of the Vehicle/s and shall submit same to the Owner every month.
- (h) The Owner shall bear the cost of all regular service and maintenance work carried out on the Vehicle/s in the course of the ordinary use of the Vehicle/s.

## **5. USE OF VEHICLE/S**

- (a) The Hirer uses the Vehicle/s with due care and diligence and shall ensure that the Vehicle/s is/are driven only by competent drivers duly licensed to drive the class of vehicle in question. The Hirer shall not permit the Vehicle/s to be used for the purpose of training any unlicensed driver, or put to any use not recommended by the manufacturer or its agent.
- (b) If the Vehicle/s has/have suffered damage or excessive wear and tear as a result of misuse the Hirer shall be liable for the cost incurred by way of additional servicing, maintenance or repair of the Vehicle/s as a result of such use. It is specifically hereby agreed that the Hirer shall be responsible for and shall bear the cost of any maintenance work where the hired motor Vehicle/s has/have been used by the Hirer or any other person with or without the Hirer's sanction and concurrence, while in the custody and control of the Hirer, and also be responsible to bear the cost of maintenance and repairs, in respect of the hired motor Vehicle/s, where it is/they are put to misuse, used for racing or rallying overloaded beyond vehicle weight rating, or tampered with.
- (c) The Hirer shall not do any act nor allow or suffer any omission that may directly or indirectly negate nullify or render invalid any of the clauses of the Insurance

Policy obtained in respect of the Vehicle/s.

- (d) The Hirer agrees that if the Owner as Owner of the Vehicle/s is charged or brought before any court, tribunal, forum, body or person for or in connection with or relating to any offence whatsoever arising from or in respect of the Vehicle/s and/or the use of the Vehicle/s during the Period, the Hirer shall forthwith keep the Owner freed, absolved and indemnified therefrom and any and all liabilities that may arise therefrom by appearing before that court, tribunal, forum, body or person and accepting full responsibility for such offence as the person in possession of the Vehicle/s at the time such offence was committed.
- (e) The Hirer shall keep the Owner freed and indemnified against any and all loss, damages, claims, expenses (including attorney's fees and costs of litigation) or injury imposed or incurred by or asserted against the Owner arising directly or indirectly out of the Hirer's use, custody, possession or operation to the Vehicle/s occurring during the Period.
- (f) All indemnities contained in this agreement shall survive the termination of the agreement.
- (g) The Hirer acknowledges that ownership and title to the Vehicle/s after delivery thereof to the Hirer shall remain vested with the Owner.
- (h) The Hirer shall forthwith notify the Owner in writing of any accident in which the Vehicle/s may be involved in giving full particulars of the accident, injuries suffered by the Hirer or any other person, and damage caused to the Vehicle/s or any other property. The Hirer shall also forthwith notify the police of the said accident and shall take such action as may be necessary to safeguard the rights and interests of the Owner as Owner of the Vehicle/s including such action as may be necessary to obtain the release of such Vehicle/s from police custody or detention.

## **6. ASSIGNMENT**

- (a) The Hirer shall not assign, sublease, rent out or in any other way part with possession of the Vehicle/s without prior written approval of the Owner

## **7. DEFAULT AND TERMINATION**

- A. The Owner and the Hirer agree that the Owner may (notwithstanding that it may have waived a previous default of the same or another nature) after seven days' notice in writing terminate this agreement together with all rights of the Hirer under this agreement in the event of any one or more of the following acts or events of default:

- (a) The Owner ascertains that the Hirer has made a false inaccurate or misleading

statement in or in relation to the making of this agreement.

- (b) The Hirer fails to observe and perform any term condition or provision of this agreement;
  - (c) The Hirer does or causes to be done or permits or suffers any act or thing whereby the Owner's interest or rights in the Vehicle/s under this agreement may, in the opinion of the Owner, be prejudiced or put in jeopardy;
  - (d) The Hirer does or causes to be done or permits or suffers any act or thing which, in the opinion of the Owner, is likely to endanger the safety or condition of the Vehicle/s;
  - (e) The Vehicle/s is/are lost, destroyed, irreparably damaged, seized or impounded;
- B. In the event of the termination of this agreement as aforesaid or by the effluxion of time the Owner shall be entitled to institute action in a court of law for the recovery of the following:

- (a) Possession of the Vehicle/s;
  - (b) the full amount of the rentals or arrears thereof with the excess mileage fee and other charges due and payable under this agreement up to the date of termination together with interest due thereon and Twenty Percent (20%) of the total future rentals payable by the Hirer + Vat/Tax at the current rates applicable per vehicle, as at the date of termination.
  - (c) All costs and charges incurred by the Owner in respect of the recovery of possession of the Vehicle/s
  - (d) All legal expenses and costs of action including attorney's fees.
- C. The Hirer may terminate this agreement after giving two months notice in writing to the Owner.

D. If the government provides vehicles for the official duties of the National Audit Office, the agreement shall be terminable by mutual consent of both parties after giving 30 days prior notice.

E.

- (a) Upon the termination or expiry of this agreement the Hirer shall forthwith return the Vehicle/s to the Owner at the Owner's principal place of business or other address as the Owner may direct, in good order and working condition and at the Hirer's expense and risk. Without prejudice to the foregoing or to the Owner's claim for any arrears of rental, interest for any breach of the agreement or any other rights hereunder the Owner may at any time after such termination or expiry of the agreement without notice re-take possession of the Vehicle/s and for that purpose enter into or upon any land or premises where the Vehicle/s is/are or is believed by the Owner or its agents to be kept.

- (b) The Hirer shall be liable to pay all costs charges and expenses incurred by the Owner in re-taking possession of the Vehicle/s.

## **8. OTHER PROVISIONS**

- (a) The Owner shall provide a similar replacement Vehicle/s to the best possible extent to the Hirer in the event the Vehicle/s is/are garaged overnight for repairs.
- (b) In the event the Hirer is a Company, a Resolution passed by the Board of Directors or a certified extract thereof resolving that the aforesaid Hire be obtained, shall be submitted to the Owner.
- (c) On completion of the hire period the Hirer shall return the Vehicle/s to the Owner.

## **9. JOINT AND SEVERAL LIABILITY**

If two or more hirers are parties to this agreement they will be bound jointly and each of them severally.

## **10. NOTICE**

Any notice or demand to be given by either party to the other shall be in writing and delivered to the other party by personal delivery or registered post or by facsimile transmission

## **11. IT IS FURTHER AGREED** by and between the Owner and the Hirer as follows:

In consideration of the Owner hiring the Vehicle/s to the Hirer under this agreement and the terms and conditions herein set forth the Hirer hereby further agrees with the Owner that any neglect or forbearance on the part of the Owner in enforcing any of the terms and conditions of this agreement by the Hirer to be observed and performed or any time or concession

## **12. JURISDICTION**

- (a) This agreement shall be deemed to have been entered into at the principal place of business of the Owner where it has been signed and executed by the Owner,
- (b) The Owner and the Hirer agree that any action that may arise from, out of or in connection with this agreement shall be instituted in the District Court of Colombo or the commercial high court of the western province (exercising civil jurisdiction) held in Colombo, as the case may be, and hereby waive all rights they may have and agree to confer jurisdiction on the said courts to hear and determine such action.

VEHICLES SCHEDULE

(Vehicle Make and Model)

.....

Chassis No	Engine No	Year	Registration No.

WITNESS the hands of the parties hereto, the day and year first above written.

.....  
HIRER:

.....  
1. WITNESS

.....  
2. WITNESS

.....  
OWNER:

.....  
1. WITNESS

.....  
2. WITNESS

## Performance Security

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

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

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

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

**Date:** -----

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

We have been informed that----- *[name of Supplier]* (hereinafter called "the

Supplier") has entered into Contract No.-----*[reference number of the contract]* dated

-----with you, for the ----- *Supply* of ----- *[name of contract and*

*brief description]* (hereinafter called "the Contract").

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

At the request of the Supplier, we -----*[name of Agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of -----

*[amount in figures]* (-----) *[amount in words]*, such sum being payable in the types and

proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

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

-----  
(Signature)