|  |  |  |
| --- | --- | --- |
| **Section I Instructions to Bidders (ITB)** | | |
| *ITB shall be read in conjunction with the Section II, Bidding Data Sheet (BDS), which shall take precedence over ITB.* | | |
| General | | |
| 1. **Scope of Bid** | 1.1 | The Chairman, Procurement Committee (PC), the Insurance Regulatory Commission of Sri Lanka, Level 11, East Tower, World Trade Centre, Colombo 1. (Herein referred as the Purchaser) wishes to receive Bids for supply of 01 No. of Registered Motor Car (therein after referred to as the Goods) under operating lease basis as described hereof. |
|  | 1.2 | Throughout these Bidding Documents |
|  |  | 1. The term “in writing” means to communicate in written form by mail (other than electronic mail) or hand delivered with proof of receipt; |
|  |  | 1. If the context so requires, “singular” means “plural” and vice versa; and |
|  |  | ( c) “day” means calendar day |
| 1. **Source of Funds** |  | Payments under this contract will be financed by the source specified in the BDS. |
| 1. **Eligible Bidders** | 3.1 | Bidder should be vehicle agents who are franchise holders of world renowned vehicle brands available in Sri Lanka, financial institutions under the Central Bank of Sri Lanka, and car rental services (i.e. Rent a car companies) with at least 10 vehicles in the fleet. |
|  | 3.2 | The Local Agent should arrange for the clearance and the transport of the good from the wharf, assemble where necessary and handover in satisfactory condition to the Insurance Regulatory Commission of Sri Lanka |
|  | 3.3 | But priority will be given to in stock vehicles |
|  | 3.4 | All bidders shall possess legal rights to supply the Goods under this contract |
|  | 3.5 | The successful Bidder will be required to give satisfactory assurance of its stability and intention to supply the Goods and Services pursuant to the Contract, within the time set forth therein. |
| 1. **Eligible Goods and Related Services** |  | 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 with other internationally accepted standards. |
| 1. **Clarification of Bidding Documents** |  | Prospective Bidders requiring any further information or clarification of the Bidding documents may notify the Purchaser on writing or by fax to the Purchaser’s mailing address indicated in the invitation for Bids. The Purchaser will respond in writing to any request for information or clarification of the Bidding Documents which it receives not later than (07) days prior to the deadline for the submission of Bids prescribed by the Purchaser. The Purchaser’s response (including an explanation of the query) will be sent in writing or by fax to all prospective Bidders who have received the Bidding Documents. |
| 1. **Cost of Bidding** |  | 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. |
| 1. **Documents Comprising the Bid** |  | The Bid shall comprise the following: |
|  |  | 1. Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 8, 10 and 11; |
|  |  | 1. documentary evidence of that the Goods and Related Services conform to the Bidding Documents; |
|  |  | 1. Documentary evidence in accordance with ITB Clause 14 establishing the Bidder’s qualifications to perform the contract if is bid is accepted; and |
|  |  | 1. Any other document required in the BDS |
| 1. **Alternative Bids** |  | Alternative bids shall not be considered |
| 1. **Bid Prices and Discounts** | 9.1 | 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 |
|  | 9.2 | 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. |
|  | 9.3 | (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier: |
|  |  | 1. on components and raw material used in the manufacture or assembly of goods quoted; or |
|  |  | 1. 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; |
|  | 9.4 | 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. |
|  | 9.5 | Bidders would quote prices in Import and supplying or in stock basis. |
| 1. **Currencies of Bid** |  | 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. |
| 1. **Documents Establishing the Conformity of the Goods and Related services** | 11.1 | 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 Schedule of Requirements. |
|  | 11.2 | The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description 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. |
|  | 11.3 | The Bidder shall also furnish a list giving full particulars, including 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. |
| 1. **Documents Establishing the Qualifications of the Bidder** |  | The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the Purchaser’s satisfaction: |
|  |  | 1. A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods; |
|  |  | 1. 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 |
| 1. **Period of Validity of Bids** | 13.1 | Bids shall remain valid for ninety (90) days after the date of Bid closing prescribed by the Purchaser, pursuant to Clause 17. A bid valid for a shorter date shall be rejected by the Purchaser as non responsive. |
| 1. **Submission Sealing and Marking of Bids** | 14.1 | Bidders may always submit their bids by mail or by hand. |
|  | 14.2 | (a) On the top left hand corner of the envelope or parcel,  the following should be clearly marked appropriately in  separate cover for each item alone with the required  documents. “Bid for Supply of a Registered Motor Car  under Operating Leasing Method”. |
|  |  | 1. The name and address of the Bidder should be written on the bottom left hand corner of the envelope or parcel. |
|  | 14.3 | The sealed envelope or parcel may also be submitted by the Bidder or by an Agent of the Bidder in the Tender Box kept in the IBSL addressing to the Chairman - Department Procurement Committee, Insurance Regulatory Commission of Sri Lanka, Level 11, East Tower, World Trade Centre, Colombo 1. |
| 1. **Deadline for Bid Submission** |  | The original Bid, together with the required copies, must be received at the address specified in ITB Clause 14.3 not later than **2.00 p.m.** on **03/08/2023**. |
| 1. **Late Bids** |  | The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 17. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected and returned unopened to the Bidder. |
| 1. **Bid Opening** |  | The Bids will be opened in the presence of Bidders’ representatives who choose to attend at Insurance Regulatory Commission of Sri Lanka, Level 11, East Tower, World Trade Centre, Colombo 1 at **2.01 p.m.** on **03/08/2023.** |
| 1. **Clarification of Bids** |  | To assist in the examination, evaluation, comparison and post qualification of the bid, 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 respond 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. |
| 1. **Responsiveness of Bids** | 19.1 | If a bid 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 or the material deviation, reservation or omission. |
|  | 19.2 | 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: |
|  |  | 1. affects in any substantial way the scope, quality or performance of the Goods and Related Services specified in the Contract; or 2. limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser’s rights or the Bidder’s obligations under the Contract; or 3. if rectified would unfairly affect the competitive position or other bidders presenting substantially responsive bids. |
| 1. **Examination of Terms and Conditions; Technical Evaluation** | 20.1 | The Purchaser shall examine the Bid to confirm that all terms and conditions have been accepted by the Bidder without any material deviation or reservation. |
|  | 20.2 | The Purchaser shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation. |
|  | 20.3 | If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive, the Purchase shall reject the Bid. |
|  | 20.4 | The price quoted must be written clearly. The total amount of the Bid should be given in words as well as in figures. |
| **21. Evaluation of Bids** |  | The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive. |