

Procurement of Goods Bidding Document
Invitation of Quotations
For
Procurement of
Supplying Three Wheeler

Procurement Number- MPS 02/02/ 2026-06(Pro:Three Wheel)

MALIMBADA PRADESHIYA SABHA

Issued From

Chairman
Malimbada Pradeshiya sabha
Malimbada
Palatuwa
Matara.

Bidder Name:

Bidder Address

Instructions for preparing bidding documents

1. Quote the unit price of the Vehicle and the time taken to supply a Vehicle if the quotation is accepted

2. The price should be quoted in Sri Lankan Rupees (LKR) only

3. The unit price offered should include all sales, imports and other taxes already paid or payable. VAT should be indicated separately. The price should also include delivery cost and all other associated costs, if any.

4. The price quoted should be valid for a period of 90 days after the deadline date of submission of quotations.

5. The Procurement Entity (PE) will award the purchase order to the bidder whose quotation is substantially responsive and lowest evaluated.

6. The procurement committee of the PE reserves the right to accept or reject any quotation or to cancel the bidding process entirely and reject all quotations at any time before awarding the purchase order.

7. The bidder whose bid is accepted will be notified of the award of the contract before the expiration of the quotation. The terms of the accepted offer shall be incorporated into the purchase order.

8. The bidder is requested to submit quotations addressed to the Malimbada Pradeshiya Sabha in a sealed cover on or before a specified date

9. Late quotations and quotations sent by email will not be accepted. The envelope containing the quotation should be marked "Procurement of Three Wheeler" on the top left-hand corner.

10. Quotations shall be opened in the presence of those bidders or their representatives who wish to be present at the opening.

11. Quotations should be sent by registered post or be deposited in the tender box kept or hand over the officer at the Malimbada Pradeshiya Sabha office.

12. The bidder should furnish the following documents

i. The price schedule of a unit (indicating VAT and other fees separately)

ii. Comments for each specification compliance should be duly filled in the given specifications table and submitted along with the price quotations. All requested specifications should be marked with accurate and sufficient information. Supporting technical literature provided by the manufacturer should be attached.

iii. Company Profile / Company Extract. The official extract from the ROC records, consolidating current information, which should include: a) A copy of the company registration b) Particulars of Directors, Secretaries (Form 20) and highest-level managers (names, contact numbers, and email addresses) c) Annual return of the company (Form 15) - Shareholders

iv. Manufacturer's authorization as a distribution agent of the quoted brand in Sri Lanka, or for locally manufactured Vehicle machine, the document should prove the effective period of operation. For imported Vehicle machine, preference will be given to suppliers who have continuously been the manufacturer's agent for the past 5 years (please submit documents of proof)

v. A list of authorized service centers in (or near) Malimbada or Around 15Km.

vi. A list of authorized spare parts dealers in (or near) Malimbada or Matara town for the particular make.

vii. A document expressing the capability of the bidder to supply necessary spare parts and all consumables of the quoted vehicle during the next 15 years. A legally binding agreement is required after the supply. The format of the agreement is included in this bidding document for reference.

viii. Technical literature issued by the manufacturer of the quoted vehicle - listing all relevant technical specifications and features of the vehicle (any added features comparable with the price will be considered favorably in the evaluation)

13. If requested, sample units in operation must be arranged to inspect.

14. Printed copies of the Vehicle operations manual (user manual) and illustrated parts catalogue should be provided with the purchased equipment. All manuals and technical literature should be in English.

15. The Quoted vehicle should comply with the Transportation Safety and Motor Traffic regulations of Sri Lanka,effective on the date of bidding.

16.Any bids submitted without supporting documents requested above will be treated as incomplete and non-responsive and will be rejected.

17. The bid should be signed properly by an authorized party. If the bid is not signed by a person not listed in the ROC Form 20, a power of attorney document should be submitted.

18. Any bidder shall be permitted to submit more than one bid for different models, provided that each such bid shall be submitted independently and shall be accompanied by separate documents, bid guarantees, and all other required supporting materials. No bid shall be conditional upon, contingent on or otherwise linked to any other bid submitted by the same bidder.

19. If several options are available (of the same Vehicle machine model) conforming to the requirement specifications, the bid shall be for the lowest-priced option.

20. Percentage deviations will be calculated from the requested numerical specification for deviations in minor factors. For comparison, price adjustment shall be calculated wherever possible.

21. The above conditions should be interpreted only according to the current procurement guidelines of the government of Sri Lanka.

Bidding Data Sheet (BDS)

The following specific data for the goods 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.

TB Clause Reference	A. General
ITB 1.1	The Purchaser is: Malimbada Pradeshiya Sabha
ITB 1.1	The name and identification number of the Contract are: ……
ITB 2.1	The source of funding is the Local Authority
ITB 4.4	Foreign bidders are not allowed to participate in this bidding.
	B. Contents of Bidding Documents
ITB 7.1	For Clarification of bid purposes only, the Purchaser's address is: Attention: Chairman of the Procurement Committee Address: Malimbada Pradeshiya Sabha Telephone: 041-2240208 Electronic mail address:malimbada.ps@gmail.com
	C. Preparation of Bids
ITB11.1 (e)	The Bidder shall submit the following additional documents: a) Business registration as a registered Company in Sri Lanka b) VAT registration (if applicable) c) Audited financial statements of the past 3 years-Major requirement Not providing proof documents for any of the above would be considered a major deviation and would result in rejection of the bid as non-responsive.
ITB 15.1	The bidder shall quote the local expenditures in Sri Lankan Rupees.
ITB 17.3	Period of time the Goods are expected to be functioning: Immediately after commissioning/handover.
ITB18.1(b)	After-sales services required
ITB 19.1	The bid shall be valid for 49 days after the closing date.
ITB 20.1	Bid shall include a Bid Security (issued by a reputed BOC bank in Sri Lanka in the format attached to bidding forms or a cash deposit of Rs.25, 000.00 in favor of the Chairman, Malimbada Pradeshiya Sabha.
ITB 20.2	The Bid Security shall be valid up to the 08/01/2027
	D. Submission and Opening of Bids
ITB22.2 (c)	The inner and outer envelopes shall bear the following identification marks: a) Bidder's Name & Company b) Bid Opening date & time c) Name & The Bid number
ITB 23.1	For bid submission purposes, the Purchaser's address is: Chairman Malimbada Pradeshiaya Sabha, Malimbada Palatuwa Matara. The deadline for submission of bids will be on the 20/11/2026 Time: 2:00 P.M.
ITB 26.1	The bid opening shall take place at: Malimbada Pradeshiaya Sabha Malimbada. Date:20/11/2026, Time: 2.10 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 for bid comparison shall be determined using the following criteria, from amongst those set out inEvaluation and Qualification Criteria: i. Deviation in the Delivery schedule: the adjustment is 1% per week added for comparison ii. The total cost of major replacement components, as given in the attached table (added for comparison) iii. Cost of periodic service charges and transportation, as given in the attached table (added for comparison)
ITB 35.4	The following factors and methodology will be used for evaluation: i. Satisfy the requirements mentioned in this document and in the newspaper notice. ii. Submit all requested documents (checklist given) iii. Compliance with the critical ("C") technical specifications. iv. Bid value adjusted according to ITB 35.3(d) for comparison. v. The evaluated and substantially responsive bid will be chosen.
ITB 35.5	Any bidder shall be permitted to submit more than one bid for different models, provided that each such bid is submitted independently and accompanied by separate documents, bank guarantees, and all other required supporting materials. No bid shall be conditional upon, contingent on, or otherwise linked to any other bid submitted by the same bidder.

Evaluation and Qualification Criteria (ITB 35.4)

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

1. Pre Qualifications

(a) Submission of requested documentation

(b) Satisfy the requirements mentioned in this document and in the website notice.

2. Technical Evaluation

(a) Major (critical) factors of deviation – bid may be rejected due to the weight of importance given to the deviation. The bidder shall not challenge the decision of the BEC in this regard.

(b) Minor factors of deviation – Percentage deviations will be calculated from the requested numerical specification. For comparison, price adjustment shall be calculated wherever possible.

(c) The bidder's / manufacturer's claims about the Vehicle machine's performance or durability shall be examined by the BEC. Quality certifications and test reports may need to be independently verified by the BEC.

(d) Lifecycle cost shall be calculated from the costs of periodic maintenance (considering the service intervals) and spare parts prices.

(e) Availability of OEM parts from a third-party vendor in the open market.

(f) Information given in Drawings, Technical Data Sheets, Manufacturer Brochures, and within the bid document shall be evaluated. Absence of critical information shall be regarded as a disqualification.

(g) Prices for options and optional addons for a single model shall not be considered for evaluation.

3.Post Qualification Requirements (ITB37.2)

AfterdeterminingthelowestevaluatedbidinaccordancewithITBSub-Clause36.1,the purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 37,using only the requirements specified within this document. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a)Experience and Technical Capacity The Bidder shall furnish documentary evidence to demonstrate that it meets the following requirements. Documentary evidence: Continually (and uninterruptedly) being the manufacturer's sales and after-sales service agent for the past five years in Sri Lanka. Technical Capability: The bidder should have the manpower and equipment capability to provide after-sales services (such as on-site mobile services, diagnosis and major overhaul)

(b)Past Supply Records

The Bidder shall furnish documentary evidence to demonstrate that he good sit offers meet the followings age requirement. Documentary evidence: Past Supply Records Usage Requirement: Bidder should have experience in supplying and maintaining Vehicle machine of similar capacity and brand. At least 50 such Vehicle machine should be in operation at the time of bidding.

(c) Several similar capacity Vehicle machine of the same brand which is in operation at the time of bidding will be inspected by the BEC. If the BEC finds any of the following discrepancies, it will submit a report of the findings, and the bidder may be disqualified.

(i) Any breach of warranty obligations by the supplier

(ii) Any record of delays in spare parts delivery for more than three months will be considered as evidence of the bidder's inability to supply spare parts to the customer.

(iii)If the inspected sample units are reported to perform unsatisfactorily (performance deterioration with time shall be taken as a measure of quality)

(iv)The disfunctionality of any major components that require expensive repairs or replacements will be considered as inferior in durability.

(v) If excessive wear and tear, corrosion, dismemberment (bending, buckling, cracking), excessive vibration, excessive emission, etc., are evident in the Vehicle machine.

(vi) If the customer is not satisfied with the after-sales services provided, such as timely attendance for periodic services, quick response for breakdown maintenance, service charges, spare parts prices, etc.

(d)Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirements. Documentary evidence: Working Capital of the Past Three Years.

Financial Requirement: Bidder should have positive Working Capital for the past three years.

Contract Data

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

CC 1.1(i)	The Purchaser is: Chairman Malimbada PradeshiyaSabha
CC 1.1 (m)	The delivery location is: Malimbada Pradeshiya Sabha
CC 8.1	For notices,the purchaser's address shall be: Attention:Chairman of the Procurement Committee Address: Malimbada PradeshiyaSabha, Malimbada. Telephone: 041-2240208 Electronicmailaddress:malimbada.ps@gmail.com
CC 12.1	Details of Shipping and other Documents to be furnished by the Supplier: Documents submission check list attached.
CC 15.1	CC 15.1—The method and conditions for payment to be made to the Supplier under this Contract shall be as follows: Payment shall be made in Sri Lankan rupees within thirty (30) days of presenting a claim supported by a certificate from the Purchaser declaring that the Goods have been delivered, requested documents (performance security, manuals, warranty documents, handing over documents, vehicle registration, etc.) have been submitted and that all other contracted Services have been performed.
	After delivery of all items, completion of the works and handing over: The full amount of the Contract Price shall be paid to the Supplier within thirty (30) days, after the date of the acceptance certificate for the respective delivery and commissioning issued by the Purchaser.
	Any advance payments made to the Contractor, together with any liquidated damages assessed under this Agreement, shall be subject to recovery by deduction from the final payment due to the Contractor. The payment schedule cannot be adhered to if the contract completion date has passed the agreed date.
CC 17.1	The Supplier shall provide a Performance Security of 10% of the Contract Price. Discharge of Performance Security shall take place 28 days after the expiration of the warranty period.(2027/02/05)
CC17.3	The types of acceptable Performance Securities are: A bank guarantee, issued by are put able bank located in Sri Lanka or a cash deposit made to the Department of Local Government (Southern Province)
CC 25.1	The inspections and test details are given in the specifications sheet.
CC 25.2	The Inspections and tests shall be conducted at the Malimbada Pradeshiya Sabha.
CC 26.1	The liquidated damage shall be: If the supplier/contractor fails to complete the project on time as agreed upon in the works completion schedule, they shall pay the purchaser LKR 1% of the contract value per week.
CC 26.1	The maximum of liquidated damages shall be 10% of the contract price.

- Goods should be supply 2026/12/04

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: …… [Insert date (as day, month and year) of Bid Submission]
No.: ……. [Insert number of bidding process)
To the Chairman, Malimbada Pradeshiya Sabha

We, the undersigned, declare that:

1. We have examined and have no reservations about the Bidding Documents, including Addenda No.: …… [insert the number and issuing date of each Addenda];

2. 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: Three Wheeler model

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

4. The total price of our Bid, including VAT and any discounts offered, is…… ……..
[Insert the total bid price in words and figures];

5. Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, 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;

6. 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;

7. We have no conflict of interest in accordance with ITB Sub-Clause 4.3;

8. 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 agreement 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.
Name of the Bidder ……. [Insert complete name of person signing the Bid Submission Form]
Signature of the Bidder…… (Signature of Person signing the bill)

Date ……..

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: Malimbada Pradeshiya Sabha

Date:…… [Insert date (by issuing agency)]

BID GUARANTEE No.: …… [Insert number (by issuing agency)]

We have been informed that …….. …….. [Insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (Here in after 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 of authorized representative(s)]

Bid-Securing Declaration

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

Date: ……[insert date by bidder]

Name of Contract: Ton 20 baling machine for waste recycling

Contract Identification No…… [Insert number]

Invitation for Bid No.: ……

To the Commissioner, Department of Local Government, Southern Province

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 been invited by any of the Procuring Entity as defined in the Procurement Guidelines published by the 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 the 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 declaration 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 Joint Venture (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]

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the manufacturer and signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid if so ,indicated in the BDS.]

Date:[insert date (as day ,month and year)of Bid Submission]

No.:[insert number of bidding process]

To:[insert complete name of Purchaser]

WHEREAS

We [insert complete name of Manufacturer],who are official manufacturers of[insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder]to submit a bid the purpose of which is to provide the following Goods ,manufactured by us[insert name and or brief description of the Goods],and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the requirement specification, with respect tto the Goods offered by the above firm.

Signed:[insert signature (s) of authorized representative(s)of the Manufacturer]

Name:[insert complete name(s)of authorized representative(s) of the Manufacturer]

Title:[insert title]

Duly authorized to sign this Authorization on behalf of:[insert complete name of Bidder]

Dated on …… day of, [insert date of signing]

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 in corporate 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

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

4. Inconsideration of the payments to be made by the Purchaser to the Supplier as here in after mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity with 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 the Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed:……In the capacity of Chairman of the Malimbada Pradeshiya Sabha, In the presence of …… ……..
……..

For and on behalf of the Supplier Signed:……in the capacity of Manager, In the presence of …… ……
……

Performance Security

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated] ----------[Issuing Agency Name, and Address of Issuing Branch or Office]----------

Beneficiary: Chairman, Malimbada Pradeshiya Sabha

Date:

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

We have been informed that ……[name of Supplier](hereinafter called" the Supplier")has entered in to Contract No. ……..[Reference number of the contract]dated ……..with you, for the…….. Supply of ……. [name of contract and brief description](hereinafter called "the Contract").Furthermore, we understand that, according to the conditions of the Contract, a performance guarantees 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 Prices 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 ……, 2028 [Insert date, 28 days beyond the scheduled completion date, including the warranty period], and we must receive any demand for payment under it at this office on or before that date.

_____ [signature(s)]

Sample format for

Agreement for Supply of Spare Parts [valid for fifteen (15) years]

STAMP DUTY DECLARATION This instrument is executed on non-judicial stamp paper as per applicable value and satisfies the Stamp Duty Act, No. 43 of 1982 of Sri Lanka, and subsequent amendments. This Undertaking, Legal Bond and Guarantee is made and executed on this _____ day of _____ 2026,

BY:

Name of Supplier Company: ……

Registered Office Address: ……

Company Registration No.: _____ ….

(Here in after referred to as the "Supplier" which expression shall include its successors, administrators, assigns and permitted transferees)

IN FAVOUR OF:

The Chairman,
Malimbada Pradeshiya Sabha
(here in after referred to as the "Buyer")

WHEREAS:

(a) The Buyer has invited bids under Tender No. …… for the supply of a Ton 20 baling machine for waste recycling

(b) The Supplier has been selected as the successful bidder and has agreed to sell a Ton 20 baling machine for waste recycling, detailed below, to the Buyer.

(c) The Buyer has required a legally binding and irrevocable undertaking from the Supplier guaranteeing the continuous availability of spare parts.

Vehicle DETAILS:

Vehicle Brand: ……
Model:……
Serial Number: _____
Year of Manufacture: _____
Purchase Order No: _____
Purchase Invoice No: _____
Tender Reference No: _____
Date of Supply: _____

NOW THIS DEED WITNESSETH as follows:

1. UNDERTAKING OF CONTINUOUS SPARE PART SUPPLY The Supplier hereby irrevocably undertakes, warrants and guarantees to continuously supply and make available all spare parts, whether consumable or non-consumable, whether original or OEM equivalent, approved by the manufacturer, for the above machine for a minimum period of fifteen (15) years from the date of supply. The Supplier guarantees that during the said period:

i. Spare parts shall not be discontinued without providing approved equivalents.

ii. No model discontinuation shall exempt the Supplier from supplying parts.

iii. Shall not supply defective or incompatible parts.

2. DELIVERY TIMELINES The Supplier agrees to supply spare parts within twenty-one (21) working days from receipt of a written request.

3. PRICE CONTROL AND FAIR PRACTICE Page 20 of 39

i. The Supplier hereby covenants and agrees that it shall not demand, charge, impose, or recover prices for any spare parts or related supplies which are unreasonable, excessive, arbitrary, or discriminatory in nature, and further undertakes to maintain pricing that is fair, competitive, and consistent with prevailing market rates applicable at the time of supply.

ii. For the avoidance of doubt, any price increase arising from air freight charges, expedited delivery, or special production (including manufacturing for customized or limited orders) shall be deemed unreasonable and shall not be chargeable to the Buyer under any circumstances unless expressly authorized in advance in writing by the Buyer.

4. QUALITY AND WARRANTY

All supplies shall be:

i. New and unused
ii. Genuine or manufacturer-approved equivalents
iii. Compatible and compliant with manufacturer standards
iv. Fit for purpose and compliant with the manufacturer's specifications.
v. Covered by a minimum of six (6) months or ten thousand (10,000) kilo meters warranty (whichever occurs first)

5. WARRANTY for SPARE PARTS and REPAIRS

i. All spare parts supplied by the Supplier (provided that the Supplier carries out the associated repair works) and all repair services performed by the Supplier shall be warranted for a minimum period of six (6) months whichever occurs first, commencing from the date of completion of the relevant repair works or delivery of the spare parts, as applicable.

ii. During the warranty period, any defect in materials, workmanship, or performance identified in the supplied spare parts or repair services shall be remedied by the Supplier at no additional cost to the Buyer, including but not limited to all costs relating to labor, technical services, transportation, and consumables.

iii.This warranty shall not apply to any defect or damage arising from misuse, improper operation, negligence, accident, heavy impact, unauthorized repair, modification, or alteration carried out by any party other than the Supplier.

iv. The Buyer acknowledges and agrees that it shall be responsible for carrying out all repairs or maintenance works to the vehicle which may affect, impair, limit, or otherwise have an impact upon the warranty obligations undertaken by the Supplier under this Agreement.

6. PENALTY CLAUSE

If the Supplier fails to meet delivery timelines, a penalty of 1% per Week (i.e. days excluding mercantile holidays) of the delayed item's invoiced value shall be charged, subject to a maximum of 10% of such value.

7. COMPENSATION AND RECOVERY

i. In the event the Supplier fails to deliver the requested items within a period of twenty-one (21) days from the date of receipt of a written requisition from the Buyer, the Buyer shall, without prejudice to any other rights and remedies available in law or equity, be entitled to procure such items from any third party of its choice.

ii. Any purchase orders, confirmations, or commitments previously issued to the Supplier in respect of the delayed items shall, upon such third-party procurement, be deemed automatically cancelled and of no force or effect, without liability on the part of the Buyer.

iii. In such an event, the Buyer shall further reserve the right to recover any penalties accruing under the Penalty Clause herein, either by set-off against any sums payable to the Supplier under any existing or future transaction or contract, and/or by instituting legal proceedings or taking any other lawful means of recovery available.

8. REPORTING ANY BREACH OF THIS AGREEMENT

Repeated failure exceeding three (3) instances during the validity period of this agreement shall constitute a fundamental breach. It shall be reported to the Ministry of Finance by the Buyer without prejudice.

9. SURVIVAL CLAUSE This undertaking shall survive the expiry of the warranty, termination of service agreements, or discontinuation of models.

10. GOVERNING LAW AND JURISDICTION This Legal Bond shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka. Any disputes shall be subject to the exclusive jurisdiction of the courts in Sri Lanka.

11. BINDING EFFECT This undertaking is binding on successors, assigns, mergers and acquirers of the Supplier company.

12. DECLARATION We hereby solemnly affirm and declare that the statements herein are true, and this undertaking is executed with full authority and knowledge of its legal consequences.

13. EXECUTION

For and on behalf of the SUPPLIER:

1stAuthorised Signatory Signature:

Name:

Designation:

NIC No.:

Date:

2ndAuthorised Signatory

Signature:

Name:

Designation:

NIC No.:

Date:

Company Seal: (Stamp Here)

14. LAWYER'S ATTESTATION & CERTIFICATION

I hereby certify that this Deed was duly read over and explained to the above signatories, who executed the same in my presence and appeared to understand the contents and legal effect thereof.

Attorney's Name:

Registration No.:

Address:

Signature:

Date:

Official Seal:

15. WITNESS DETAILS

Witness 1:

Name:

NIC No.:

Address:

Signature:

Witness 2:

Name:

NIC No.:

Address:

Signature:

16. Stamp Duty Wording This Affidavit is executed and attested by a Magistrate or Justice of Peace as per the requirements of Sri Lankan law, and shall be subject to applicable stamp duty as per the Stamp Duty Act No. 43 of 1979, and any amendments thereto, which govern the requirements for the payment of stamp duty on legal documents, including affidavits. The affiant shall ensure that the necessary stamp duty is paid before the submission of this Affidavit to any relevant authority or court.

AFFIDAVIT before the Honor able Magistrate of _____SWORN before me at _____ this _____ day of _____ 2025. MAGISTRATE

Section IV

Technical Specifications

Technical Specifications

for a Purchasing Three Wheeler

The bidder should complete the "Compliance" column with either "Yes" or "No". Bids submitted without references to catalogues or data sheets will not be considered for technical evaluation. Bidder's failure to provide the information requested in the remarks columns may be a reason for the rejection of the bid. If any discrepancy is observed between the information provided by the bidder in the remarks column and the other technical data attached to the bid, the information provided herein shall take precedence.

	Specification	Requirement		Specifications of the offered item/compliance to the conditions (to be filled by the bidder)
	Vehicle			
1	Item	Please give details		
2	Length	Please give details		
3	Power	Please give details		
4	Speed	Please give details		
5	Starting	Please give details		
6	Seating Capacity	Please give details		
7	Fuel tank capacity	Please give details		
8	Suspension Front	Please give details		
9	Suspension Rear	Please give details		
	Weight			
10	Dry Weigt	Please give details		
11	Gross Weight	Please give details		
12	Brand and model code	Please give details		
13	Condition	Should be brand new and unused		
14	Manufactured year	Should be 2026 or later		
15	Country of manufacture (Chassis and cabin)	Please specify.		
16	Country of origin of the Brand (Chassis and cabin)	According to the decision taken by the procurement entity, preference will be given to trucks (except the bowser tank system) designed (specifications originated) in Japan / the United Kingdom / the European Union / the USA / South Korea. A locally designed bowser tank system is acceptable.		

	Engine			
17	Engine brand and model code	Please give details		
18	Engine Type	Please give details		
19	Total piston displacement	Please specify in cubic centimetres		
20	Country of manufacture (engine)	Please specify		
21	Please Any other details are mention here	Please give details		
	Breakers & Tyres			
22	Tyre Front	Please give details		
23	Tyre Rear	Please give details		
24	Brake Type	Please give details		
	Dimentions			
25	Wheel Base	Please give details		
26	Max Length	Please give details		
27	Max Width	Please give details		
28	Max Height	Please give details		
	Electrical			
29	Electrical System	Please give details		
30	Battery	Please give details		
31	Horn	Please give details		
32	Head lamp	Please give details		
33	Taillamp	Please give details		
34	Wiper Motor	Please give details		

- Price quotations should be valid for a period of at least 90 days.
- The above information sheet should be duly filled out. For each description component, the bidder's offer column should be commented or remarked with accurate and sufficient information. Give additional schematics, drawings, illustrations or pictures where necessary.
- Specification details published by the manufacturer of the offered model should be submitted with the price quotations.
- Minor deviations are accepted if no bid satisfies the requirement.
- Instructions for preparing bidding documents are annexed to this document.
- If you have to Informe any other important details please mention here.

Price Schedule (in Rupees)

1	2	3	4	5	6	7	8	9	10
Line-Item N°	Description of Goods	Country of Manufacture	Brand and model code	Warranty	Unit	Qty	Unit price	Price for Item (without VAT) = [7] x [8]	VAT (if applicable)
1.	ThreeWheeler				Units	1			
Total									

Total bid amount (without VAT) (Total of column 9) in words

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Name of person authorized by the company to bid on its behalf

……

……

Bid validity ……..

Contact numbers ……

Signature of Bidder ……..

Date ……..

Company seal:

The delivery schedule and completion schedule will be evaluated.

The Column “Bidder’s Offered Delivery Date / Completion date” should be duly filled by the Supplier.

List of Goods Delivery Schedule

Line Item No	Description of Goods	Quantity	Final (Project Site) Destination as specified in BDS	Buyer’s requirement (latest Bidder’s offered delivery date delivery date)	Bidder’s offered delivery date
				number of days after receiving the purchase order	
01	ThreeWheeler	01	Malimbada Praddeshiya Sabha Main Office	2026/11/30	