

CEYLON ELECTRICITY BOARD

(Established by Act of Parliament No.17 of 1969) Renewable Energy Development & Performance Monitoring Branch

Bidding Document for

TR/RED&PM/NCB/2018/003/D Bid for Obtaining 02 Nos. of 4WD Double Cabs on Operational Lease Basis for the use of Deputy General Manager - RED & PM Branch for a period of Five (05) Years.

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Deputy General Mana RED & PM, Ceylon Electricity Boar No.20, Suleiman Aven Colombo 05	d,	
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BID DATA SHEET Bid for obtaining 02 Nos. of 4WD Double Cabs on Operational Lease Basis for the use of Deputy General Manager – Renewable Energy Development & Performance Monitoring Branch of CEB for a period of Five (05) Years.

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1.	Bid No: TR/RED&PM/NCB/2018/003/D		
2.	Condition of Contract: Vehicles are hired on a fixed monthly rental basis (Use-and-Return) for a five-year period. All vehicles shall be Double Cabs, either Brand New or Unregistered vehicles with a mileage of less than 1000 km at point of hiring. Fuel and the driver will be provided by CEB. The bidder has to fully maintain the vehicle including obtaining a comprehensive insurance cover and bear the cost of servicing & maintenance of the vehicle for the entire five-year period.		
3.	Branch for which Double Cabs to be hired	No. of Double Cabs	
		required	
	Deputy General Manager - RED & PM office , CEB, Colombo 05	02 Nos.	
4.	Monthly Running: Average monthly running will be arour	nd 2000 km	
5.	Period of Contract: Five Years (60 months)		
6.	Bid Closing:		
	Bid will be closed at 10.00 Hrs. on 02/08/2018 and w thereafter at the Office of the DGM-RED & PM, Ceylo Suleiman Avenue, Colombo 05.	1	
7.	 a) Bidding: Eligible Bidders (See section 1 of the Terms & Conditions for eligibility) may bid for one or more vehicles. 		
	 b) Bid Validity Bids shall be valid for 90 days from the date of closing of bids 		
	c) Bid Security: Value of the bid security is Sri Lankan Rupees Eighty Thou per vehicle. The Bid Security shall be valid for One Hundr from the date of closing of bids. Either one or two vehicle same bid. The total bid security value accompanying the bi 80,000.00 per vehicle. i.e. If the Bidder is offering one vehicle Rs 80,000.00 whereas if it is for 02 vehicles same shall be R	red and Twenty (120) days es can be submitted in the d must be calculated at Rs nicle, Bid Security shall be	

CEYLON ELECTRICITY BOARD

<u>TERMS AND CONDITIONS FOR OBTAINING 4WD DOUBLE CABS ON</u> <u>OPERATIONAL LEASE BASIS</u>

SCOPE OF WORK

On behalf of Ceylon Electricity Board, the Chairman, Transmission Divisional Procurement Committee, will receive sealed Bids for obtaining 4WD Double Cabs on operational lease basis for the use of CEB-RED & PM Branch for a period of five years.

The Terms and Conditions for the same are given below.

1. ELIGIBLE BIDDERS:

The vehicle supplier (lessor) should be vehicle agents who are franchise holders of world renowned vehicle brands available in Sri Lanka, financial institutions registered under the Central Bank of Sri Lanka, or car rental services with at least 10 vehicles in the fleet.

2. SERVICES TO BE PROVIDED.

Vehicles provided under this scheme should either be brand new or unregistered vehicles with a mileage less than 1,000 km at the point of hiring.

Vehicles must comply with Specifications as given in Appendix IV.

The lessor should bear all maintenance costs, including routine maintenance, breakdown maintenance, expenses on accidental repairs as well as insurance and other related fees. If repairs and maintenance works take more than 24 hours, the lessor is required to provide a replacement vehicle of a similar type.

Vehicles imported under any Concessionary Permit Schemes of the government cannot be leased out under this scheme.

3. RECEIPT OF BIDS:

The Original and Duplicate of the Bid should be placed in two separate envelopes marked "**Original**" and "**Duplicate**". Both envelopes should be enclosed in one securely sealed cover which should be marked "Bid for Hiring of 4WD Double Cabs on Operational Lease Basis for the use of DGM-RED & PM Branch" on the top left hand corner of the envelope and shall be received at the Office of the DGM-RED & PM, Ceylon Electricity Board, No.20, Suleiman Avenue, Colombo 05.

4. CLOSING OF BIDS:

Bids marked, sealed and addressed as aforesaid shall be sent under registered cover to reach the Office of the DGM-RED & PM, Ceylon Electricity Board, No.20, Suleiman Avenue, Colombo 05 not later than 10.00 hrs. on the Bid closing date as indicated in the Bid Data Sheet of this Document.

Bids also could be deposited in the Bid Box provided for this purpose at the above mentioned address.

5. OPENING OF BIDS:

Bids will be opened immediately after the closing time fixed for receipt of Bids. Bidders or their duly authorized Representative/s may be present at the time of opening of Bids.

The Chairman, Bid Opening Committee (BOC) will open the Bids and read out or cause to be read out the Quoted Bid Amount, Name and address of each Bidder, whether Bid Security is submitted and the amount of Bid Security.

6. POWER TO ACCEPT OR REJECT OFFERS AND INTIMATE OF ACCEPTANCE

- a) The TDPC is not bound to make the award to the bidder submitting the lowest offer.
- b) Since more than one vehicle can be submitted under each bid, each double cab will be separately considered as an offer under the bid and will be accepted or rejected.
- c) The TDPC reserves the right to reject any or all bids without adducing any reason.
- d) The notice of acceptance of Bid will be sent by registered post to the successful Bidder to the address given by him in the Bid documents as soon as possible after the decision of the TDPC is received.

7. BID SECURITY

Each Bid shall be accompanied with a Bid Security for the vehicle offered to the value indicated in the Bid Data Sheet, undertaking that the offer will be held valid for a period specified in the form and that the offer will not be withdrawn during that period.

Bid Security shall be in the form of a Bank Draft or a Bank Guarantee issued by a Commercial Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka and payable to the Ceylon Electricity Board. The Bid Security shall be substantially in accordance with the specimen at **Appendix II**.

Failure to submit the Bid Security at time or before the closing of Bids and in accordance with above requirements will result in the Bid being rejected. Bid Security from unsuccessful bidders will be returned after the award is made to the successful bidders. The Bid Security of the successful bidders will be returned after awarding the contracts. The Bid Security shall be valid for (120) days from the date of closing of the Bid.

The Bid Security shall be unconditionally encashable, on the receipt of first written request from the Ceylon Electricity Board.

No alternate offers will be accepted under one bid security.

8. RATES & DETAILS

The following documents shall be submitted along with the bid.

- (a) Certificate of Purchase of Bidding Document
- (b) Form of Bid
- (c) Bid Bond as per Clause 7(b) and 7(c) of Bid Data Sheet
- (d) Bid shall be filled and signed in the prescribed form of the schedule of Prices
- (e) Certification of registration under Public Contracts Act No 3 of 1987
- (f) Each offer (4WD Double Cab) must carry a separate schedule of Prices as per Appendix VI-a & Appendix Vi-b

- (g) For each offer (4WD Double Cab), the compliance schedule attached as APPENDIX V-a & APPENDIX V-b giving compliance to required specifications and details of the offered motor car must be filled.
- (h) Offers not on the prescribed forms are liable for rejection.

9. PAYMENTS

- a) Monthly payment for hire shall be made to the owner on receipt of signed invoices together with the certificate from the Officer using the vehicle certifying that the monthly mileage, are correct.
- b) The CEB shall pay to the owner the monthly leasing charge, as declared in the schedule of prices.
- c) The Contractor will be responsible for the payment of all taxes which are or may become payable either currently or retrospectively under "Revenue Laws of Sri Lanka" At the time of making the payment any tax payable from the payment will be deducted & remit direct to the Commissioner General of Inland Revenue.
- d) Payment will be made on monthly basis for the amount agreed upon at the time of signing the contract. Payment will be made before the 15th of the following month. No advance will be paid under any circumstances. The contractor should have a bank account. Payment will be made either "A/C Payer only" or to the credit of the relevant bank account.
- e) As per the Ministry of Finance Circular No BD/CBP/4/1/16, National Budget Circular No.01/2016(i) dated 19.09.2016, maximum monthly lease rental per vehicle shall be Rs. 165,000.00 (without VAT) for monthly running of 2000km. Additional running will be paid as per the **Clause 11.9**

10. PERFORMANCE SECURITY

The Bidder shall furnish a Performance Security of Rs 15,000.00 per each 4WD Double Cab. The Performance Security shall be paid by cash using the Pay In Voucher which can be obtained from the Office of the DGM-RED & PM, Ceylon Electricity Board, No.20, Suleiman Avenue, Colombo 05.

The Performance Security will be released after 60 days of satisfactory completion of the contract.

11. CONDITION FOR ACCEPTANCE OF VEHICLES

- 11.1 Any reference to the vehicles would mean and include accessories and all new and replaced parts in or on the vehicles.
- 11.2 All vehicles shall be 4WD Double Cabs either Brand new or unregistered with a mileage less than 1000km and must conform to the specifications attached as **Appendix IV**.
- 11.3 Vehicles offered can be either ex stock or offered on "Import and Supply" basis. If vehicles are offered on import and supply basis, vehicles must be provided within 3 months from the date of award.
- 11.4 Unregistered vehicles should be offered for leasing provided that the offered vehicle is subsequently registered and insured at the time of signing the contract with CEB but not necessarily at the time of Biding or inspection. The vehicle should be registered and fully insured in the name of the Bidder except in the case of a Company making an offer, provided that the Company has a legal contract with the registered Owner of the vehicle.
- 11.5 The owner of the vehicle should produce the revenue license and insurance for the current year.

- 11.6 The vehicle should be fully insured to cover all occupants and **insurance cover shall permit leasing.**
- 11.7 Fuel and Driver will be supplied by the CEB. The owner should declare the capacity of the engine and the fuel consumption in the attached price schedule.
- 11.8 The vehicle should be made available throughout the contract period and all the 07 days in a week. The vehicle will run an average of 2000 km per month. The owner should state the monthly rental charges in the attached price schedule.
- 11.9 If average annual mileage exceeds 2000 km/ month, 25% of the monthly rental quoted will be divided by 2000 in order to calculate a rate for wear & tear occurred per additional km. If total annual mileage (for each 12 month period starting from the first month of contract) had exceeded 24,000km, all kilometers in excess of 24,000 km for the 12 month period will be paid at this rate and be paid 1st month of following year (12 month period) in addition to the normal monthly rental.
- 11.10 The vehicle should be regularly serviced and maintained and all necessary repairs should be promptly attended by the owner. The cost of the maintenance should be borne by the owner. When the owner requires the vehicle for routine maintenance, the same should be informed to CEB at least 02 working days ahead and then CEB release the vehicle for a limited mileage and duration as agreed at that time. The cost of fuel thus incurred should be borne by the vehicle owner.
- 11.11 It shall be the responsibility of CEB to ensure that the vehicle/s is driven only by drivers who are qualified to do so. CEB shall not do any act nor allow or suffer any omission which may directly or indirectly negate, nullify or render invalid the Insurance Policy over the vehicle/s obtained by the Owner.
- 11.12 If the vehicle gets involved in an accident or the vehicle cannot be used due to any breakdown, such information will be given in writing immediately. In such a situation the owner should supply another vehicle during the period of repair without any additional cost provided such period of unavailability exceeds 24 hours. All the repairs should be done by the vehicle owner and the cost of the repair should be borne by the owner of the vehicle. Noncompliance to this would make the contract liable for cancellation and nonpayment of dues for the period already run prior to this incident.
- 11.13 The period of rental shall be Five Years (60 months). The selected Bidder should sign the contract agreement with the CEB to this effect.
- 11.14 The CEB is indemnified for any accident or not liable for any damage
- 11.15 The CEB retains the right for cancellation of the contract at any time if it is observed that the vehicle on contract is not running to the satisfaction of the officer using the vehicle.

10. INSPECTION OF VEHICLE

When requested the vehicle should be brought to the place along with all documents of the vehicle indicated by the Ceylon Electricity Board for an inspection and failure to which will result in Bid Bond being forfeited.

Chairman, Transmission Divisional Procurement Committee

CERTIFICATE OF PURCHASE OF BID DOCUMENT (TO BE SIGNED AND ATTACHED WITH THE OFFER)

Bid No. TR/RED&PM/NCB/2018/003/D

Date:	
Issued to M/s.	
On behalf of M/s.	
Non refundable Bid	fee receipt No dated
	Deputy General Manager – RED & PM
Date:	
I/we agree to abide b	by the Conditions of Bid No. TR/RED&PM/NCB/2018/003/D
Therefore submits m	y/our offer in the attached Schedule of Prices.
Position & Name of	Signatory:
Address:	

Date:

Signature of Bidder and Seal

CEYLON ELECTRICITY BOARD FORM OF BID

The Chairman, Transmission Divisional Procurement Committee, Ceylon Electricity Board, 4th Floor, No.50, Sir Chittampalam A Gardiner Mawatha, Colombo 00200.

Dear Sir,

I / We having examined the Conditions of Bid, the Schedule of Prices and all other documents pertaining to this work/supply, do hereby offer and undertake to carry out the work/supply to the satisfaction of the General Manager, Ceylon Electricity Board strictly in accordance with the conditions of Bid at the prices pertaining to **Bid No. TR/RED&PM/NCB/2018/003/D** and in consideration of the trouble and expense incurred by you in preparing in the contract documents and in examining and considering the Bid. I/We further undertake that this Bid shall not be withdrawn by me / us before the expiration Ninety (90) days from the date of closing but shall remain binding me / us and be accepted at any time before such expiration.

And I/We further undertake in the event of this Bid being accepted to furnish Rs. 15,000/= in cash as Performance Security for the due Performance of the Contract and for the payment of all claims to which the Ceylon Electricity Board may be entitled, and to execute an agreement in the prescribed form duly stamped by me/us at my/our expenses in accordance with the Stamp Duty Ordinance and to complete the work to the entire satisfaction of the General Manager, Ceylon Electricity Board.

And I/We further agree that, in the event of my/ our withdrawing the offer or declining or failing to execute such Security and/ or agreement within two (02) weeks of my/our being called upon to execute such Security and /or such Agreement, the Ceylon Electricity Board has the right to recover from me/us the full amount of damages sustained by the Ceylon Electricity Board as a result of my/our so declining or failing.

I/ We understand that you are not bound to accept the lowest or any Bid you may receive.

Date	:	Signature and Seal of Bidder
Bidder's Name :		
Address	:	
Witness		
Signature	: 1	
Name	: 1	
Address	: 1	

Bid No. TR/RED&PM/NCB/2018/003/D

FORM OF SECURITY FOR BID SECURITY

General Manager Ceylon Electricity Board, Colombo.

Dear Sir,

A demand addressed to us under the hand of your General Manager or the Chief Executive Office or other Officer of your Board acting as aforesaid shall be sufficient and conclusive proof that we are liable to pay to you the sum demanded hereunder.

Our liability hereunder shall not in any event exceed a sum of Rs. (Rupees) in the aggregate and every payment made by us hereunder shall be a portent discharge of our aggregate liability hereunder.

We specifically agree that you shall be at liberty either in one action to sue us and the said contractor or any other person or persons jointly and severally or to proceed in the first instance against us only and further that we hereby expressly renounce our right to claim the said Contractor should be excused or proceeded against by action in the first instance and the right to claim that you should recover from us appropriate share of the amount claimed and all other rights, benefits and privileges to which guarantees or sureties are or may in law be entitles, it being expressly agreed and understood that we shall be liable in all respects hereunder as principal debtor to the extent aforementioned including the liability to be used before recourse is had against the Contractor.

Yours faithfully,

Signature of the Bank

Witness:

1. 2.

The above Guarantee is issued in respect of the Bid submitted by to the General Manager, Ceylon Electricity Board for hiring of 4WD Double Cabs on operational lease basis for the use of Deputy General Manger- RED & PM Branch of CEB.

SPECIFICATIONS FOR BRAND NEW OR UNREGISTERED 4WD DOUBLE CABS

The offered vehicles shall meet the following minimum requirements;

1. General

The 4WD Double Cab shall be Brand New or Unregistered with mileage less than 1000km at point of hiring, and shall be heavy duty type suitable for use in tropical climate with seating capacity for 05 passengers including the driver and also shall conform to the Motor Traffic regulations presently in force in Sri Lanka.

The 4WD Double Cab shall be well known make in Sri Lanka and the offered vehicle shall be of the latest model (2017 / 2018).

2. Engine

Four cylinder, radiator water cooled, in-line, overhead valve diesel engine with a displacement not less than 2390 CC and not more than 3200 CC Maximum torque shall be delivered at 1500-2000 rpm of engine speed.

3. Transmission

Manual/Automatic/Triptronic

4. Steering

Hydraulic power assisted steering system with tilt steering column and steering lock.

5. Brakes

Power assisted hydraulic operated dual circuit hydraulic brakes acting on all wheels including ABS system / Servo assisted front ventilated discs and rear self adjusting drum brakes with parking brake

6. Tires & Wheels

At least 15 inches pressed steel single wheels for front, rear and spare wheel. Tyres shall be radial type with suitable thread pattern without locking ring for rough terrain. An identical spare wheel (with tyre) with fixing arrangements shall be provided.

7. Safety Features

Driver and Passenger front Air Bags (mandatory).

8. Body

Robust body suitable for rugged use with four lockable doors and tail gate. Weather protected front and rear bumpers and protective side body mouldings shall be

provided. The rear tray shall be suitably painted with corrosion preventive material.

9. Air Conditioner

- A factory fitted air conditioner
- Air conditioner shall have adequate cooling capacity for all passengers in the cabin
- Refrigerant shall be eco-friendly (CFC free).

10. Additional Features & Accessories

- FM Radio with Antenna (frequency range 88 108 MHz)/
- Stereo CD player with/without USB
- Reversing camera or buzzer with monitoring facility.
- All other accessories provided as standard for the offered model.
- Original accessories received with the vehicle should be made available and no exchange of original items with duplicate ones will be accepted.

Bid for obtaining 02 Nos. of 4WD Double Cabs on Operational Lease Basis for the use of Deputy General Manager-RED & PM Branch – Schedule of Compliance. For Double Cab # 1

	Specification	Requirement	Compliance of the bidder and description. (Please fill)
1	Eligibility of the bidder as per the condition 1 of terms and conditions	 One of the following Vehicle agents who are franchise holders of world renowned vehicle brands available in Sri Lanka. Financial institutions registered under the Central Bank of Sri Lanka. Car rental services with at least 10 vehicles in the fleet. 	

Eligibility of the bidder

A separate compliance schedule must be provided for each motor vehicle offered.

Off	er Number			
Ger	neral Descriptions	s of the offered 4WD Doub	ole Cab	
	Specification	Requirement		Description of the offer. (Please fill)
1	Brand / Make	Specify		
2	Model Number	Specify		
3	Vehicle Type	Registered as a Double Cab		
4	Year of Manufacture	2017/2018 (Specify)		
5	Country of Manufacture	Specify		
6	Country of Origin	Specify		
7	Type of offer	Ex Stock basis or Import & Supply Basis. (Please indicate)		
8	Registration Status	Registered/ Unregistered	Registered/Unregistered	
9	Condition of vehicle	Brand New or Unregistered less than 1000km	with mileage	
Co	mpliance to Specif	fic Requirements in the Sp	ecifications.	
	Item/ Description	CEB Requirement	Compliance Status (Yes/ No)	Details of the offered motor Car (Please fill)
1	Body Dimensions			
2	Engine Capacity			
3	Power			
4	Torque			

5	Transmission	Manual/Automatic/Triptr	
		onic	
6	Breaks		
7	Tire/ Rim	size >= 15"	
8	Safety Air Bags	Driver and Passenger	
		Front Air Bags	
9	FM Stereo Radio	Frequency Range	
		88 – 108 MHz	
10	Audio Player	Stereo with CD	
11	Reverse Warning	Camera or Buzzer	
12	Standard	All accessories fitted by	Indicate any deviations (if any)
	Accessories	manufacturer for the	
		model.	

We hereby specify that the above particulars are true and correct.

Signature of Bidder-

Rubber Stamp –

Date -

APPENDIX V-b

Bid for obtaining 02 Nos. of 4WD Double Cabs on Operational Lease Basis for the use of Deputy General Manager-RED & PM Branch – Schedule of Compliance. For Double Cab # 2

Eligibility	of the bidder

	Specification	Requirement	Compliance of the bidder and description. (Please fill)
1	Eligibility of the bidder as per the condition 1 of terms and conditions	 One of the following Vehicle agents who are franchise holders of world renowned vehicle brands available in Sri Lanka. Financial institutions registered under the Central Bank of Sri Lanka. Car rental services with at least 10 vehicles in the fleet. 	

A separate compliance schedule must be provided for each motor vehicle offered.

	er Number			
Ger	neral Descriptions	of the offered 4WD Doub	ole Cab	
	Specification	Requirement		Description of the offer. (Please fill)
1	Brand / Make	Specify		
2	Model Number	Specify		
3	Vehicle Type	Registered as a Double Cab		
4	Year of Manufacture	2017/2018 (Specify)		
5	Country of Manufacture	Specify		
6	Country of Origin	Specify		
7	Type of offer	Ex Stock basis or Import & Supply Basis. (Please indicate)		
8	Registration Status	Registered/ Unregistered		
9	Condition of vehicle	Brand New or Unregistered less than 1000km	with mileage	
Co	mpliance to Specif	ic Requirements in the Sp	ecifications.	•
	Item/ Description	CEB Requirement	Compliance Status (Yes/ No)	Details of the offered motor Car (Please fill)
1	Body Dimensions			
2	Engine Capacity			

3	Power		
4	Torque		
5	Transmission	Manual/Automatic/Triptr	
		onic	
6	Breaks		
7	Tire/ Rim	size > =15"	
8	Safety Air Bags	Driver and Passenger	
		Front Air Bags	
9	FM Stereo Radio	Frequency Range	
		88 – 108 MHz	
10	Audio Player	Stereo with CD	
11	Reverse Warning	Camera or Buzzer	
12	Standard	All accessories fitted by	Indicate any deviations (if any)
	Accessories	manufacturer for the	
		model.	

We hereby specify that the above particulars are true and correct.

Signature of Bidder-

Rubber Stamp –

Date -

Appendix VI-a

SCHEDULE OF PRICES

Bid for obtaining 02 Nos. of 4WD Double Cabs on Operational Lease Basis for the use of Deputy General Manager-RED & PM Branch, CEB, Colombo 05

(to be filled for each vehicle offered)

BID NO. TR/RED&PM/NCB/2018/003/D For 4WD Double Cab #1

Offer Number for the offer ¹			
(As indicated in the Schedule of Compliance)			
Brand / Make			
Model Number			
Year of Manufacture			
Status of Registration. (Registered/ Unregistered)			
If Registered, Registration Number			
Current Mileage (if known)			
Offer			
Monthly leasing charge : Rs(in figure	res) (Excluding Taxes)		
Rupees (in words), (Excluding			
Taxes).			
Any other taxes:			
Amount of VAT : Rs(in figures)			
VAT Number (If applicable):			
I agree to bear the expenses with regard to Insurance cover, Servicing and all repairs of the vehicle for the			
entire period of five years.			

1

I agree to lease my vehicle on the Terms and Conditions stipulated in the above bid document of the CEB.		
Name of Bidder :		
Date :		
	Signature of Bidder	
Witness 1:	Witness 2:	
Name:	Name:	
Address:	Address:	

SCHEDULE OF PRICES <u>Bid for obtaining 02 Nos. of 4WD Double Cabs on Operational Lease Basis for the use</u> <u>of Deputy General Manager-RED & PM Branch, CEB, Colombo 05</u>

(to be filled for each vehicle offered)

BID NO. TR/RED&PM/NCB/2018/003/D For 4WD Double Cab # 2

Offer Number for the offer ²	
(As indicated in the Schedule of Compliance)	
Brand / Make	
Model Number	
Year of Manufacture	
Status of Registration. (Registered/Unregistered)	
If Registered, Registration Number	
Current Mileage (if known)	

2

Offer		
Monthly leasing charge : Rs(in figures) (Excluding	Taxes)	
Rupees	(in words), (Excluding	
Taxes).		
Any other taxes:		
Amount of VAT : Rs(in figures)		
VAT Number (If applicable):		
I agree to bear the expenses with regard to Insurance cover, Servicing and all repairs of the vehicle for the		
entire period of five years.		
I agree to lease my vehicle on the Terms and Conditions stipulated in the above bid document of the CEB.		
Name of Bidder :		
Date :		
	Signature of Bidder	
Witness 1:	Witness 2:	
Name:	Name:	
Address:	Address:	

Appendix VII

CEYLON ELECTRICITY BOARD CONTRACT NO:

THIS AGREEMENT made and entered into at Colombo on this day ofTwo Thousand Eighteen between the Ceylon Electricity Board, a corporate body established under the Act No.17 of 1969 having its head office at No. 50, Sir Chittampalam A. Gardiner Mw., Colombo 02, Sri called (hereinafter "the Lessee") of the ONE and Lanka PART (Herein after called "the Lessor ") of the OTHER PART.

WHEREAS the Lessee is desirous of leasing of Petrol/ Hybrid Motor Vehicles belonging to the Lessor and described in the First Schedule to this agreement (hereinafter referred to as the 'Vehicles/s') and the Lessor has agreed with the Lessee the vehicle/s to the Lessee subject to and upon certain terms and conditions which have been accepted by the Lessorr and the parties hereto desire to embody all of same in a formal written agreement.

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 be deemed to form and be read and construed as part of this agreement viz.
 - a) The Form of Bid and the schedule of prices submitted by the bidder, dated

- b) The schedule of guaranteed particulars submitted with the bid.
- c) The Specifications attached to bidding document.
- d) The General Conditions of the bidding Document.
- e) The CEB's notification of Award letter dated
- f) The Lessor's acceptance letter dated
- 6. (a) The Lessor shall at its own cost keep the vehicle/s comprehensively insured throughout the period with an insurer chosen by the Lessor at its absolute discretion. The Lessee shall acquaint himself with the scope of the insurance cover taken by the Lessor.
 - (b) The Lessor shall keep the vehicle/s licensed throughout the period by having a valid revenue license and applicable charges (eg. Emission tax etc.) in respect of the vehicle/s from a relevant authority)
- 7. Lessee shall pay to the Lessor the contract monthly lease charge of of Rupees

.....(Excluding VAT) on or before the 15th day of following month.

If average annual mileage exceeds 2000 km/ month, 25% of the monthly rental quoted will be divided by 2000 in order to calculate a rate for wear & tear occurred per additional km. If total annual mileage (for each 12 month period starting from the first month of contract) had exceeded 24,000km, all kilometers in excess of 24,000 km for the 12 month period will be paid at this rate and be paid 1st month of following year (12 month period) in addition to the normal monthly rental.

- 6. (a) The Lessee shall ensure that the vehicle is maintained in good order and condition throughout the period. The Lessee shall take further arrangement for the vehicle to be regularly serviced and maintained and for all repairs necessary to the vehicle/s to be promptly attended to and be done only by the Lessor or any other company nominated by the Lessor of that purpose.
 - (b) All such routine services, all the maintenance and repairs of the vehicle, shall be borne by the Lessor.
 - (c) The Lessor shall bear the cost of expenses on accidental repairs and other related Fees.
 - (d) The Lessor should bear all maintenance costs, including routine maintenance, breakdown maintenance, expenses on accidental repairs as well as insurance and other related fees. If repairs and maintenance works take more than 24 hours, the Lessor is required to provide a replacement vehicle of a similar type.
- 7. (a) It shall be the responsible of the Lessee to ensure that the vehicle is driven only by Professional drivers.
 - (b) The Lessee shall not use or suffer the vehicle/s to be used for any illegal purpose.
- 8. Lessee/Lessor has the right to terminate this agreement with the consent of other party giving Three months prior notice.

IN WITNESS WHEREOF, the parties hereto have caused their respective hands, Common Seals to this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day and year first above written.

For and on behalf of the Lessee, signed sealed and delivered by the

General Manager (Ceylon Electricity Board)

Witnesses,

1.....

2.....

For and on behalf of the Lessor, signed, sealed and delivered by the,

Authorized representative of the Lessor

Witnesses,

1.....

2.....