


JAYA CONTAINER TERMINALS LIMITED

 **Purchasing
Division
No.69, Walls
Lane, Colombo 15**
**Telephone:
+94 11 2540040,
2540045 Fax: +94 11
2540042**

Dear Sir/ Madam,

INVITATION FOR BID

Bid: Hiring of a Motor Car-without driver for two year period for JCT Limited

Bid Ref No: JCT/DPC/2024/001 Bid Closing Time/Date:1400Hrs/22.02.2024

Bid Bond: Not Required Required:Rs. 30,000.00

Bids are invited for the **Hiring of a Motor car without driver for the use of senior officer** of JCT Limited for period of two years. You or your representative could be present at the time of opening of quotations. Please read the instructions given below before filling the Bid Form overleaf. Quotations not conforming to the conditions given below will not be considered and would be rejected.

A complete set of Bidding Documents in English can be purchased by interested Bidders on the submission of a written request on a business letterhead, from the Finance Division, JCT Ltd, No 69, Walls Lane Colombo 15, during any working day from 07th February 2024 to 21nd February 2024 between 9.00 a.m. and 3.00 p.m. after making a non-refundable fee of Rs.2000.00.

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Instructions to Bidders

1. MODE OF BID:

The bid must be accompanied by a Bid Bond as per form `A' attached, in favor of Jaya container Terminals Ltd for Rs. 30,000.00 or equivalent amount in foreign currency valid for a period of One hundred twenty (120) days from the date of closing of Bids and during the period of any extension thereof that may be agreed upon **BETWEEN** the Jaya container terminals Ltd and the **BIDDERER**. The Bid Bond shall contain the condition that if an award is made, the successful bidder will enter into a contract with the Jaya container terminals Ltd and in which event the Bid Bond of such successful bidder shall remain in full force and effect after the said period of One hundred twenty (120) days or any extension thereof until the bidder has entered into a contract and furnish the necessary Performance Bond.

03.1 The Bid Bond required shall be furnished by the bidder by Letter of Guarantee in the Form `A' attached, from any of the following:

- a) A recognized Bank in Sri Lanka by the central Bank
- b) A recognized bank abroad. (Confirmed by a recognized Bank in Sri Lanka)
- c) Insurance company registered with the Sri Lanka insurance regulatory commission of Sri Lanka.

The Bid Bond as per the form `A' attached to this Bid Document should be submitted along with the bid enclosed in the same envelope. No bid bond will be accepted if not submitted in this manner and if this condition is not fulfilled, the bidder's offer will not be considered under any circumstances. Copies of bonds are not acceptable.

Note:

I. Cash Bid Bonds also acceptable

2. CLOSING DATE :

Bid should be sent by post under registered cover, so as to reach the **Chairman, Department Procurement Committee, Jaya Container Terminals Ltd, No 69, walls lane, Colombo 15, Sri Lanka not later than 14:00 hrs. On 22/02/2024.**The relevant cover containing the bid should be marked **“Hiring a Motor Car for JCT Ltd ” at the left side top corner.** bidders if they so desire may **deposit the bid** in the tender box provided for the purpose at the office of the, **Jaya Container Terminals Ltd, No. 69, walls lane, Colombo15, Sri Lanka not later than 14:00 hrs. On 22/02/2024.** The Procurement committee shall not take any responsibility for Bids lost in the post and shall **not accept late submission** of bids.

03. OPENING OF BIDS:

- 05.1 Bids will be opened at 14:00 hrs. on 22/02/2024
At the Office Canteen - Colombo Oil Bank
No 69 Walls Lane,
Colombo 15.
- 05.2 Bidders or their duly authorized representatives may be present at the time of
Opening of Bids.
- 05.3 The officer opening the bids will read the prices of all offers received. Any clarification with
respect to the prices could be asked for by the bidders or their representatives at the time of
opening of the bids and not thereafter.

04. VALIDITY OF BID :

All bids shall be valid for a period of Ninety (90) days from the date of closing of the bids.

05 . PRICES:

- 07.1 Price shall always be entered and signed in the form “SCHEDULE OF PRICES”
contained in this bid Document. As per the details of Car offered MONTHLY rental should
entered separately. The price quoted should be for the supply within the agreed period and be
net price. The VAT payable on account of this work should be indicated separately with the
VAT registration number. Failure to provide the net price may result in bid being considered as
a non responsive bid. The schedule of prices are not entered in this manner will be rejected.
Alternative bid shall not be considered.
- 07.2 The price quoted should be written clearly in ink or typewritten and must be in
Figures and repeated in words. If there be any discrepancy between unit rate and Line items
total, the unit rate will govern.

Instructions for the Bidders Continue...

1. The Chairman, Department Procurement Committee on behalf of the JCT Limited invites sealed bids from eligible and qualified bidders for the supplying 01 no. of registered/ unregistered car on self-drive basis (fuel will be pumped by the JCT Ltd) under the rent basis for a two years period to the JCT Ltd as specified in the Bidding Document.
2. Cars should be registered or unregistered with a mileage of less than 100,000 km at the point of hiring.
3. The supplier should bear all routine maintenance costs including expenses on accidental repair as well as insurance and other related fees. If repair or any other maintenance work takes more than 24 hours period, the supplier is required to provide a replacement vehicle of similar/upgraded type. If the rented vehicle occurs repairs very often the Supplier should replace a vehicle of similar or upgraded type at the request of the Officer of JCT Limited.
4. A car supplied to the JCT Ltd under this scheme should have a full insurance cover of which the annual premium is borne by the supplier.

Conditions of Contract

1. The selected bidder should enter into an agreement with the JCT Limited to provide the car for a period of two years.
2. The monthly allowed driving distance of each car should be not less than 3,500km.
3. Payment for the car will be made on monthly basis. Payment will be made after 14 working days after submitting the invoice to Finance Division of JCT Limited.
4. Bidder should be the owner of vehicles or vehicle agent or Rent a car Companies, if it is rent a car company that business must be registered under the Business Name Ordinance or the Companies Act.
5. The bidders shall make available the vehicles at the place for required inspection.
6. 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) Certificates of business registration.
7. 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

08. POWER TO ACCEPT OR REJECT BIDS:

The Procurement committee reserves the right, without question, of rejecting any or all bids and the right of accepting in full or any portion of a bid. Bidders should be prepared to accept and execute in full or part of the bid at the rates quoted in the bid form against each item or part.

09. NOTICE OF ACCEPTANCE OF BID:

Acceptance of Bid will be communicated by fax and confirmed in writing by registered post to the successful bidder to the address given by him in the bid document, as soon as possible, after the closing date of bid. Any change of address of the bidder should be promptly notified to the **Chairman, Procurement Committee, Jaya container Terminal Ltd, No. 69, walls lane, Colombo 15, Sri Lan**

10 PROOF OF ABILITY :

Bidder must submit documents or other evidence of their ability to carry out the contract and other factors such as experience, man power etc.

13. Any further information required by bidders can be obtained on application from the Office of the **Head of Engineering, Jaya Container Terminals Ltd, No. 69, walls lane, Colombo 15, Sri Lanka. (TEL 2540040-4 / 0714736928)**

14. A Bidder is liable to be rejected unless all the conditions laid down herein have been strictly fulfilled.

15. INDUCEMENTS FROM BIDDERERS

The Procurement committee shall reject a bid if the prospective/ successful bidder gives or agrees to give, directly or indirectly to any Officer or Employee of Jaya Container Terminals Ltd. a gratification/gift in any form as an inducement with respect to an act or decision of or procedure followed by the Jaya Container Terminals Ltd. with regard to this Bid. Such rejection of a bid shall be recorded and communicated to the relevant party promptly

16. VALUE ADDED TAX ON PAYMENTS MADE LOCALLY

Bidders are required to give their VAT Registration No. in the space provided in page No.07 of this bid document. If a bidder is not registered for VAT he should attach a letter from the Commissioner of Inland Revenue to the effect that this company is not registered under VAT.

Price Schedule

HIRING A MOTOR CAR-WITHOUT DRIVER FOR JAYA CONTAINER TERMINALS LTD
BID Ref. No: JCT/DPC/2024/001

Name of the Company :

(a copy of the certificate of registration of the company should be attached)

Contact Address:

Contact Telephone/Fax no. ;

Email address:

Name of the contact person: :

Details of the cars offered

Brand	Model	Brand new or Unregistered	Year of Manufacture	Engine type (Petrol or Hybrid)	Engine capacity	<u>Mileage km</u>	<u>Extra Mileage Rate Per km</u>	<u>Monthly Rent Without Tax</u>	<u>Monthly Rent With Tax</u>

Total no. of vehicles available in the fleet:

VAT Registration No. of the Bidder :

.....
Signature of Bidder

.....
Date:

FORM OF BID

The Chairman,
Department Procurement Committee (JCT Ltd)
Jaya Container Terminals Limited

BID FOR HIRING A MOTOR CAR FOR JAYA CONTAINER TERMINALS LTD

(Ref: File No. JCT/DPC/2024/001)

I/We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the “Information and Instructions to Bidders and Terms and Conditions of Bid” pertaining to the above Bid, along with Schedules thereto, do hereby undertake to Services referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Bid Price of Rupees.....(In figures)

.....(in letters).The makeup of the aforesaid total Bid Price is given in the accompanying Price Schedules.

2. I/We confirm that this offer shall open for acceptance until and that it will not be withdrawn or revoked prior to that date.

3. I/We submit hereto the following documents as part of my/our bid

	Page Nos.
1. Covering letter (if any)
2. Bid Security – Form A - Instructions to Bidders.
3. Past records of supply and certificates from relevant authorities –
4. Certificate of Registration with the Registrar of Contracts (If the Bid Value exceeds Rs. 5 million)
5. Any other applicable documents.

4. I/We, understand that you are not bound to accept the lowest bid and that you reserve the right to reject any or all bids or to accept any part of a bid without assigning any reasons therefor.

5. My/Our Bank reference is as follows:.....

Date:.....

Signature of Bidder

Name of Bidder (Company Name):.....

Postal Address:.....

E-mail Address: Telephone No..... Bid Deposit Receipt No.....

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)

Item	Minimum Required Specifications	Offered Specifications
General	Sedan (SUV) Cars Brand New or Used Vehicle with most recent or current models	
Type of Vehicle	Motor Car	
Make	Please specify	
Model	Please specify	
Country of Origin	Please specify	
Country of Manufacture	Please specify	
Body Color	Any colour	
Preferred Models	Toyota/Nissan/Honda/Mazda/Audi	
Ownership	Original registration certificate, revenue license and insurance policies	
Year of Manufacturing	Vehicles manufactured before year 2015 are not preferred	
Transmission	Automatic	
Engine Capacity	1300 CC to 1600CC	
Fuel Type	Petrol /Hybrid	
Fuel Economy	Please specify the approximate driving distance per one liter of the fuel(km/1)	
Engine Type	4-Cylinder	

Safety	Safety Belt for all passengers Air Bags for Driver and Front Passenger Front- Ventilated Disc brake	
Passenger Capacity	05 including the Driver	
Accessories/ Attachments	Floor Mats Audio/stereo AM/FM/mp3/CD ,Air Condition Rearview mirror ,Remote Key Alloy wheel. Tool Kit Front, Wheel Drive Head Rests (front & rear	
Fuel Tank Capacity	36L -50 L	
Usage (No. of kilometers used)	Below 100,000 Km	
Insurance	All hired vehicles shall be comprehensively full insured Cover by the owner of the vehicle	
Accident Damages	Accident Damages have to be totally reinstated through insurance or to be borne by the owner	
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 24 hours shall resulting deduction of 1/30 of monthly rate per day.	
Contract Period	02 years	
Services/ Repairs/ Revenue License	Should be done by the Supplier	
Type of cars expected	High fuel efficiency, maximum safety for passengers and high torque and power combined with excellent driving condition. The selected bidder should enter into an agreement with the JCT Ltd.	

LETTER OF ACCEPTANCE

To: -----

Address.....

Date:

This is to notify you that your bid dated..... for construction and remedying defects of the -----
----- [name of the Contract and identification number] for the Contract price of -----
[name of currency]-----[amount in figures and words] as corrected in accordance with Instructions to
Bidders and/ or modified by a Memorandum of Understanding , is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

The Commencement Date shall be:

The amount of Performance Security is :

The Performance Security shall be submitted on or before

Authorized Signature:n

Name and title of Signatory.....n

Name of Agency:

FORM - A

B I D B O N D

TO:

Jaya container Terminals Ltd
No 69, Walls Lane
Colombo 15
Sri Lanka.

Sirs,

We the undersigned Bank in order to allow M/s. (Name and address of the Bidder) to submit a Bid Proposal for the supply of for the **JAYA CONTAINER TERMINALS LTD** waiving all objections and defenses on the part of the said M/s.....(Name of the Bidder) or any Third Party, hereby irrevocably and independently guarantee to pay you on unconditionally upon receipt of first written demand and without reference to the tenderer an amount up to a total sum of.....

We shall effect payment to you against your statement to the effect that the bidder: -

- a. Has withdrawn his bid after the closing of tenders and before the expiry of its validity period of Ninety (90) days;
- b. Being the successful bidder has failed to enter into a written contract with the Jaya Container Terminals Ltd in accordance with the tender submitted and award made;
- c. Being the successful bidder has failed to give the bond or bonds that may be required for the faithful performance of the contract. It is fully understood that this guarantee takes effect from the date of the closing of the tender on And shall remain valid for a period of One hundred twenty (120) days thereafter and during the period of any extension thereof that may be agreed upon **BETWEEN** the Jaya container Terminals Ltd **AND** the Bidder.

Notwithstanding anything to the contrary, if the bidder is successful in his bid, this guarantee shall remain in full force and effect after the period of Ninety (90) days until the tenderer shall have entered into the contract and furnished the necessary Performance Bond. All claims under this guarantee must be submitted to us within Fourteen (14) working days after the expiry date.

It is understood that you will return this guarantee to us on its expiry provided that no claim is payable, but if a claim is payable, this guarantee will only be returned after settlement of the total amount claimed herein.

Dated this..... day of..... 2024....

Signature in the capacity of duly authorized to
sign for and on behalf of

AGREEMENT

TO PROVIDE A MOTOR CAR FOR JAYA CONTAINER TERMINALS LTD

This Agreement is made and entered into on this day ofTwo Thousand and Twenty Four at Colombo in the Democratic Socialist Republic of Sri Lanka by and between of (hereinafter referred to as the “LESSOR”) and

JAYA CONTAINER TERMINALS LIMITED a Company duly incorporated in the said Republic and (wholly owned by the Sri Lanka Ports Authority established under Act No. 51 of 1979) bearing registration No PB 960 and having its registered address at No. 19, Church Street, Colombo 01, (herein after referred as “LESSEE”).

..... agrees to provide, Year of Manufacture motor vehicle bearing registration no to Jaya Container Terminals Limited on the terms and conditions herein after set forth.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREE AS FOLLOWS:

- 1) This Agreement shall be operative for a period of commencing from and ending on
- 2) The LESSEE agrees to pay the LESSOR monthly rental of a sum of Rupees
- 3) Maximum running mileage should be 3500km per month and if exceeded Rs. per kilometer will be charged from LESSEE. Payment for the additional running mileage will be paid at the end of the month.
- 4) The supplier should bear all routine maintenance costs including expenses on accidental repair as well as insurance and other related fees. If repair or any other maintenance work takes more than 24 hours period, the supplier is required to provide a replacement vehicle of similar/upgraded type. In the event of failure to provide the service more than 24 hours shall resulting deduction of 1/30 of monthly rate per day.
- 5) If the rented vehicle occurs repairs very often the Supplier should replace a vehicle of similar or upgraded type at the request of the Officer of JCT Limited.

- 6) The following documents of the Bidding Document for Bidding No. JCT/DPC/2024/001 attached here to shall be deemed to form and be read and construed as part of this Agreement, viz.
- a) The Instructions to the bidders -Annex 1
 - b) The Form of bid -Annex 2
 - c) The Letter of Acceptance of the bid -Annex 3
 - d) The Conditions of Contract – Annex 4
 - e) The Schedule of Prices -Annex 5
 - f) The Specifications – Annex 6
 - g) Letter of Award – Annex 8

IN WITNESS WHEREOF the said **JAYA CONTAINER TERMINALS LIMITED** has caused their Common Seals to be affixed and Chairman and Managing Director have set their hands hereunto and another of the same tenor and date and at the place hereinafter mentioned.

The Common Seal of the JAYA CONTAINER TERMINALS LIMITED is hereunto affixed at Colombo on this day of 2024 in the presence of Chairman and Managing Director who do hereby attest the sealing thereof.



Chairman

Jaya Container Terminals Limited

Managing Director

Jaya Container Terminals Limited

WITNESSES:

1. Signature:

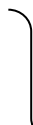
Name:

Address:

2. Signature:

Name:

Address:



The Common Seal of the
is hereunto affixed at Colombo on this day of
..... 2024 in the presence of Chairman
and Managing Director who do hereby attest the
sealing thereof.

WITNESSES:

1. Signature:

Name:

Address:

2. Signature:

Name:

Address: