



## **PROCUREMENT DOCUMENT**

**International Competitive Bidding  
(ICB)**

**Procurement of Actuarial Service for Liability Valuation & Other  
services for a Period 01.04.2025 to 31.12.2026**

**NITF/ADM/PRO/MAJOR/2025/01**

**NATIONAL INSURANCE TRUST FUND**



## NATIONAL INSURANCE TRUST FUND

### International Competitive Bidding (ICB)

# Procurement of Actuary Service for Liability Valuation & Other services for a Period 01.04.2025 to 31.12.2026 NITF/ADM/PRO/MAJOR/2025/01

The National Insurance Trust Fund (NITF) has been established in 2006 under the National Insurance Trust Fund Act No. 28 of 2006 and subsequently by National Insurance Trust Fund (Amended) Act No. 28 of 2007. NITF is general insurance provider registered/licensed and regulated by Insurance Regulatory Commission of Sri Lanka (IRCSL). NITF provides benefits and safeguards against unforeseen health risks, personal accident and damage to property through contributory insurance schemes which will be operated by the NITF. In providing the benefits, NITF has implemented the Agrahara health Insurance Scheme, General Insurance Schemes, 30% compulsory Reinsurance cover to the general insurers in Sri Lanka and providing Strike, Riot, Civil Commotion and Terrorism cover through local insurance companies.

Bids are invited from Actuarial Firms as per International Competitive Bidding Procedure of Procurement Guidelines of Democratic Socialist Republic of Sri Lanka.

Procurement Document can be collected from National Insurance Trust Fund, 4th Floor, No. 95, Chittampalam A Gardiner Mawatha, Colombo – 02, Sri Lanka from 09:00 hours to 15:00 hours on working days till 20<sup>th</sup> May 2025 upon payment of a non-refundable fee of LKR 12,500/- or USD 50, by way of direct remittance to NITF bank account below mentioned. Bidding documents can also be downloaded from the NITF website ([www.nitf.lk](http://www.nitf.lk)), Ministry of Finance web site ([www.treasury.gov.lk](http://www.treasury.gov.lk)) and Foreign Ministry ([www.mfa.gov.lk](http://www.mfa.gov.lk)). Deposit Slip or the bank draft of non-refundable deposit should be submitted along with the bid.

\*Bidder shall attach the non-refundable deposit slip with bid documents. If fail to attach, such bid shall be rejected.

|                  | <b>LKR Bank Account</b>       | <b>USD Bank Account</b>       |
|------------------|-------------------------------|-------------------------------|
| Name of the Bank | Peoples' Bank                 | Peoples' Bank                 |
| Branch           | Headquarters                  | Headquarters                  |
| Account Name     | National Insurance Trust Fund | National Insurance Trust Fund |
| Account Number   | 033-1001-0-0000061            | 033-4-022-3-2467951           |
| Swift Code       | PSBKLKLX                      | PSBKLKLX                      |

Bids must be submitted in a sealed envelope, either delivered by hand, by post or couriered to reach the Chairman, Departmental Procurement Committee, National Insurance Trust Fund, 4th Floor, No. 95, Chittampalam A Gardiner Mawatha, Colombo – 02, Sri Lanka, not later than 14:00 hours Sri Lanka standard time on 22<sup>nd</sup> May 2025 and be clearly marked “Bid for procurement of Actuary Service for the period 01.04.2025 to 31.12.2026” at the top left corner of the envelope.

Bids shall be opened immediately after the closing of Bids at the Board Room of the NITF, 4th Floor, No. 95, Chittampalam A Gardiner Mawatha, Colombo – 02, Sri Lanka. NITF will declare the names of bidders and quoted prices at the bid opening meeting.

The language of correspondence is English. However, if any of the above documents are in a language other than in English, such documents should be accompanied by a certified English translation. This translation will govern and be used for interpreting the information provided.

All bidders shall furnish Bid Security Declaration for 105 days as per the format given in the ITB from the date of bid opening.

Interested parties may obtain further information from the following contact person.

|                 |  |
|-----------------|--|
| Contact Person: | Mr. P. G. S Fernando (Actuarial Manager) |
| Direct :        | +94 11 202 6691                          |
| Mobile:         | +94 71 130 2578                          |
| E-mail:         | gayanf@nitf.lk                           |

The Chairman  
Departmental Procurement Committee  
National Insurance Trust Fund Board  
No 95,  
Sir Chittampalam A Gardiner Mawatha,  
Colombo 02,  
Sri Lanka

# SECTION I

## INSTRUCTIONS TO BIDDERS (ITB)

### 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

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| 1. <b>Scope of Bid</b>                 | <p>1.1 The Purchaser <b>indicated in the Bidding Data Sheet (BDS)</b>, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are <b>specified in the BDS</b>. The name, identification, and number of lots (individual contracts), if any, are <b>provided in the BDS</b>.</p> <p>1.2 Throughout these Bidding Documents:</p> <p style="padding-left: 40px;">(a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;</p> <p style="padding-left: 40px;">(b) if the context so requires, “singular” means “plural” and vice versa; and</p> <p style="padding-left: 40px;">(b) “day” means calendar day.</p>   |
| 2. <b>Source of Funds</b>              | <p>2.1 Payments under this contract will be financed by the source <b>specified in the BDS</b>.</p>  |
| 3. <b>Ethics, Fraud and Corruption</b> | <p>3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:</p> <ul style="list-style-type: none"> <li>▪ Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;</li> <li>▪ Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.</li> </ul> <p>3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:</p> <p style="padding-left: 40px;">(a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;</p> <hr style="width: 100%; margin-bottom: 10px;"/> <p style="padding-left: 40px;">(b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</p> |

(c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and

(d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

3.3 If the Purchaser found any unethical practices as stipulated under ITB Clause 3.2, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

#### **4. Eligible Bidders**

4.1 All bidders shall possess legal rights to supply the Goods under this contract.

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or

(b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, [www.npa.gov.lk](http://www.npa.gov.lk)

4.4 Foreign Bidder may submit a bid only if so stated in **the BDS**

#### **5. Eligible Goods and Related Services**

5.1 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 to other internationally accepted standards.

## Contents of Bidding Documents

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| 6. <b>Sections of Bidding Documents</b>      | <p>6.1 The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.</p> <ul style="list-style-type: none"> <li>• Section I. Instructions to Bidders (ITB)</li> <li>• Section II. Bidding Data Sheet (BDS)</li> <li>• Section III. Evaluation and Qualification Criteria</li> <li>• Section IV. Bidding Forms</li> <li>• Section V. Schedule of Requirements</li> <li>• Section VI. Conditions of Contract (CC)</li> <li>• Invitation For Bid</li> </ul> <p>6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.</p> |
| 7. <b>Clarification of Bidding Documents</b> | <p>7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address <b>specified in the BDS</b>. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.</p>   |
| 8. <b>Amendment of Bidding Documents</b>     | <p>8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.</p> <p>8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.</p> <p>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2</p>  |

## Preparation of Bids

9. **Cost of Bidding** 9.1 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.
10. **Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language.
11. **Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with **ITB Clauses 12, 14, and 15**;
  - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;
  - (c) documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;
  - (d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
  - (e) any other document required in the BDS.
12. **Bid Submission Form and Price Schedules** 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
13. **Alternative Bid** 13.1 Alternative bids shall not be considered.
14. **Bid Prices and Discounts** 14.1 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.
- 14.2 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.
- 14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.

- 14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:
- (a) on components and raw material used in the manufacture or assembly of goods quoted; or
  - (b) 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;
- (iv) the price of other incidental services
- 14.5 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 anadjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31
- 14.6 All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.
- 15. Currencies of Bid** 15.1 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.
- 16. Documents Establishing the Eligibility of the Bidder** 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
- 17. Documents Establishing the Conformity of the Goods and Related Services** 17.1 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 Section V, Schedule of Requirements.



17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17.3 The Bidder shall also furnish a list giving full particulars, including quantities, 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.

**18 Documents Establishing the Qualifications of the Bidder**

18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

(a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;

(b) 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

(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**19. Period of Validity of Bids**

19.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the Purchaser as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security or imposing and damages. A Bidder granting the request shall not be required or permitted to modify its bid.

- 20. Bid Security**
- 20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.
- 20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:
- (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
  - (b) be issued by a institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, [www.npa.gov.lk](http://www.npa.gov.lk);
  - (c) be substantially in accordance with the form included Section IV, Bidding Forms;
  - (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;
  - (e) be submitted in its original form; copies will not be accepted;
  - (f) remain valid for the period specified in the BDS.
- 20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.
- 20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.
- 20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or
  - (b) if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
  - (c) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB Clause 42;
    - (ii) furnish a Performance Security in accordance with ITB Clause 43.
- 21. Format and Signing of Bid**
- The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly

mark it as “ORIGINAL.” In addition, the Bidder shall submit a copy of the bid and clearly mark it as “COPY.” In the event of any discrepancy between the original and the copy, the original shall prevail.

The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## **Submission and Opening of Bids**

### **22. Format and Signing of Bid**

Bidders may always submit their bids by mail or by hand.

- (a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copy shall then be enclosed in one single envelope.;

The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1.;
- (c) bear the specific identification of this bidding process as indicated in the BDS; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1.

If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

### **23. Submission, Sealing and Marking of Bids**

Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.

The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended only.

### **24 Late Bids 24.1**

The Purchaser shall not consider any bid that arrives after the

- deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 25. Withdrawal, and Modification of Bids**
- 25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “MODIFICATION;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.
- 25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1.
- 25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.
- 26. Bid Opening**
- 26.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS**.
- 26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- Only envelopes that are opened and read out at Bid opening shall be considered further.
- 26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub- Clause 24.1.

- 26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

## **Evaluation and Comparison of Bids**

- 27. Confidentiality**
- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.
- 28. Clarification of Bids**
- 28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, 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 response 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, in accordance with ITB Clause 30.
- 29. Responsiveness of Bids**
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 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:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

- (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3 If a bid is 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 of the material deviation, reservation, or omission.
- 30. Non conformities, Errors, and Omissions**
- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non material nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid-Securing Declaration shall be executed.
- 31. Preliminary Examination of Bids**
- 31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.

- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 12;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.
- 32. Examination of Terms and Conditions; Technical Evaluation**
- 32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the Contract Data have been accepted by the Bidder without any material deviation or reservation.
- 32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.
- 33. Conversion to Single Currency**
- 33.1 If the bidders are allowed to quote in foreign currencies in Single with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.
- 34. Domestic Preference**
- 34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.
- 35. Evaluation of Bids**
- 35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.
- 35.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
- (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;

- (e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.

|            |   |      |   |
|------------|---|------|---|
|            |   | 35.4 | The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids. |
|            |   | 35.5 | If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.   |
| <b>36.</b> | <b>Comparison of Bids</b>   | 36.1 | The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.  |
| <b>37.</b> | <b>Post qualification of the Bidder</b>                                   | 37.1 | The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.  |
|            |   | 37.2 | The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.   |
|            |   | 37.3 | An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.  |
| <b>38.</b> | <b>Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b> | 38.1 | The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.   |

#### **Award of Contract**

|            |  |      |   |
|------------|--|------|---|
| <b>39.</b> | <b>Award Criteria</b>  | 39.1 | The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.  |
| <b>40.</b> | <b>Purchaser's Right to Vary Quantities at Time of Award</b> | 40.1 | At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |



|   |      |   |
|---|------|---|
| <b>41. Notification of Award</b>        | 41.1 | Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.  |
|   | 41.2 | Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.  |
|   | 41.3 | Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.   |
| <b>42. Signing of Contract</b>          | 42.1 | Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.  |
|   | 42.2 | Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.   |
| <b>43. Performance Security</b>         | 43.1 | Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.   |
|   | 43.2 | Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |
| <b>44. Corrections to BID Documents</b> | 44.1 | Erroneous figures must be struck off by a single line and the correct figure must be written clearly and initialed. All alterations and erasures must be authenticated; otherwise, the bids are liable to be treated as invalid and rejected. Ink should not be used for corrections.   |

**SECTION II**  
**BIDDING DATA SHEETS (BDS)**

## Section II. Bidding Data Sheet (BDS)

The Chairman, Departmental Procurement Committee, (hereinafter called DPC) Ministry of Finance, on behalf of the National Insurance Trust Fund (hereinafter called NITF) invites bids from eligible Actuary Firms for the procurement of Actuary services for Liability valuation & other supportive services for the Period from 01/04/2025 to 31/12/2026.

| ITB Clause Reference                    | A. General   |
|---|--|
| ITB 1.1                                 | <p>The Scope of Bid:<br/>NITF is coming under the regulations of Insurance Regulatory Commission of Sri Lanka (IRCSL). In line with Solvency Margin (Risk Based Capital) rules 2015 which was issued under the Extra Ordinary Gazette notification no. 1945/19 dated 15.12.2015 under the Regulation of Insurance Industry Act No. 43 of 2000, NITF is required to obtain the service of Actuary for liability valuation and other services.</p> <p>The Purchaser is:<br/><b>National Insurance Trust Fund</b></p> <p>The name and identification number of the Contract are:<br/><b>Procurement of Actuary Service for Liability Valuation &amp; Other services for a Period from 01/04/2025 to 31/12/2026</b><br/>Contract Number: <b>NITF/ADM/PRO/MAJOR/2025/01</b></p> <p><b>To qualify for evaluation, Bidders are required to bid for the total solution. Partial bids shall be treated as non-responsive and shall be rejected.</b></p> |
| ITB 2.1                                 | The source of funding is: By National Insurance Trust Fund   |
| ITB 4.1                                 | <ul style="list-style-type: none"> <li>• Bidder shall not have been backlisted by the Government or NITF.</li> <li>• Experience in providing Actuarial services in general insurance in Sri Lanka minimum period of three (3) years.</li> </ul>  |
| <b>B. Contents of Bidding Documents</b> |  |
| ITB 7.1                                 | <p>For <u>Clarification of bid purposes only</u>, NITF's address is:<br/>Attention: Actuarial Manager<br/>Address: National Insurance Trust Fund,<br/>No.95 , Chittampalam A Gardiner Mawatha,<br/>Colombo 02, Sri Lanka.)<br/>Direct : 011 202 6691<br/>Mobile:071 130 2578<br/>E-mail: <a href="mailto:gayanf@nitf">gayanf@nitf</a>.</p> <p><b>A Pre-bid meeting will be held: Yes</b><br/><b>Date: 23<sup>rd</sup> April 2025</b><br/><b>Time: 10:00 hrs.</b><br/><b>Venue: National Insurance Trust Fund, 4<sup>th</sup> floor, No.95, Chittampalam A Gardiner Mawatha, Colombo 02, Sri Lanka.</b></p>   |
|   |  |

| <b>C. Preparation of Bids</b> |  |
|-------------------------------|--|
| <b>ITB 10.1</b>               | The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and NITF, shall be written in English language. Further it is noted that if any other language is used in documentation other than English language where the English translation will stand as the final authorized document for consideration in respect of the bid submission.   |
| <b>ITB 13.1</b>               | The bidders are not allowed to submit Alternative bids, and such bids will not be considered for evaluation. The alternative bids submitted by bidders shall be treated as non-responsive and rejected.<br>Alternative bids shall not be considered and the bids as per the price schedule will only be considered.<br>Conditional bids are rejected.  |
| <b>ITB 14.1</b>               | The Bidder shall indicate on the Price Schedule and total bid prices of the Actuarial services it proposes to supply under the Contract.   |
| <b>ITB 14.4</b>               | 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.   |
| <b>ITB 14.5</b>               | All items in the Price Schedule should be priced separately.   |
| <b>ITB 14.6</b>               | If there is a discrepancy in the amount in figures and in words, the amount in words will be considered as correct. The bidder should clearly indicate the pricing for a period From 01/04/2025 To 31/12/2026 at the beginning of the contract.  |
| <b>ITB 15.1</b>               | - Bidder shall quote USD only<br>- Payment shall be remitted in USD<br>Sri Lankan tax law will be applied in the absence of double tax agreements between Sri Lanka and the country of the bidder, .   |
| <b>ITB 17.1</b>               | To establish the conformity of the services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence in addition to the Forms to be submitted in the procurement document.   |
| <b>ITB 18.1</b>               | <p><b>Eligible Bidders</b></p> <p>a. A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:</p> <p>b. Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by NITF to provide any form of consultancy services used for the procurement of the actuarial services to be supplied under these Bidding Documents; or</p> <p>c. A Bidder who is under a declaration of ineligibility by the Government of Sri Lanka (GOSL) and or NITF, at the date of submission of bids or at the date of contract award, shall be rejected.</p> <p>d. A bidder who has been awarded to provide actuarial services, such bidder found to have not delivered the services intended where the bidder has been in breach of the contractual obligations as service provider and as reason of that, such bidder has been blacklisted by NITF.</p> |

|                 |  |
|-----------------|--|
|                 | <p>e. Certified copy of Business Registration in the country of domicile of actuarial Service.</p> <p><b>Eligible Actuarial Services</b></p> <p>a. Actuarial services under this contract shall be complied with applicable international standards, ethics and practices adopted.</p> <p>b. To provide the service to the satisfactory of IRCSL requirement the certifying actuary should possess under mentioned qualification.</p> <p>(1) - a Fellow of the Institute of Actuaries in England or of the Faculty of Actuaries in Scotland or</p> <ul style="list-style-type: none"> <li>- a Fellow of the Institute of Actuaries of India or</li> <li>- a Fellow of the Society of Actuaries USA or</li> <li>- a Fellow of Institute of Actuaries Australia or</li> <li>- a Fellow of the Casualty Actuarial Society USA or</li> <li>- a Fellow of the Institute of Actuaries of France or</li> <li>- Fellow qualification of the Actuarial Society of Netherlands or</li> <li>- Fellow of the any other professional Actuarial Institute, approved by the IRCSL or</li> </ul> <p>- an Associate of any of the professional Actuarial Institutes referred to in paragraph (1) above, with not less than ten years post qualification experience in relevant actuarial matters.</p> |
| <b>ITB 19.1</b> | The bid validity period shall be <b>77</b> days from the bid closing date.   |
| <b>ITB 20.2</b> | All bidders shall furnish Bid Security Declaration for 105 days as per the format given in the ITB from the date of bid opening.   |
| ITB 21.3        | Board Resolution certified by the company, authorizing the person to sign the documents on behalf of the company; should be submitted with the bid documents   |

| <b>D. Submission and Opening of Bids</b> |  |
|--|--|
| <b>ITB 22.1</b>                          | <p>Bidders submitting bids by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copy shall then be enclosed in one single envelope.</p> <p><b>Bid Form, Bid Security Declaration and the Price Schedule should be submitted separately by hand, by courier or by post. (Emails are not accepted)</b></p>               |
| <b>ITB 22.2</b>                          | <p>The inner and outer envelopes shall bear the following identification marks:</p> <p><b>Procurement of Actuary Service for Liability Valuation &amp; Other services for a Period from 01/04/2025 to 31/12/2026</b></p> <p>Contract Number: <b>NITF/ADM/PRO/MAJOR/2025/01</b></p>   |
| <b>ITB 23.1</b>                          | <p><b>For bid submission purposes, the NITF’s address is:</b><br/> Attention: The Chairman, Standard Cabinet Appointed Procurement Committee.<br/> Address:<br/> National Insurance Trust Fund,<br/> 4th Floor,<br/> No.95 , Chittampalam A Gardiner Mawatha , Colombo 02, Sri Lanka.</p> <p>E mail:</p> <p><b>The deadline for the submission of bid is:</b></p> <p><b>Date: 22<sup>nd</sup> May 2025</b></p> <p><b>Time: 14:00 hrs</b></p>                     |
| <b>ITB 25.1</b>                          | <p>(c) If a bid is withdrawn by a written communication such bidder shall not be allowed to be present in the bid opening meeting and they would not be considered as bidders.</p>   |
| <b>ITB 26.1</b>                          | <p>NITF shall conduct the bid opening in the presence of bidders or their authorized representatives at the address, date and time.</p> <p><b>The bid opening shall take place at:</b><br/> <b>Address: National Insurance Trust Fund, 4th floor,</b><br/> <b>No.95, Chittampalam A Gardiner Mawatha , Colombo 02, Sri Lanka.</b></p> <p><b>Date: 22<sup>nd</sup> May 2025</b></p> <p><b>Time: 14:00 hrs (immediately after deadline for bid submission)</b></p> |
| <b>ITB 27.2</b>                          | <p>The bidders, interested parties or any third party will not be disclosed any information leading to have undue advantage for further tendering / bidding when the tender process is going on and or after the closure of bidding process.</p>   |
| <b>ITB 28.1</b>                          | <p>Clarification sought by NITF for the purpose of evaluation of bids will whatsoever not constitute for the confirmation and or offer to a respective bidder.</p>   |
| <b>ITB 29.1</b>                          | <p>NITF’s determination of a bid’s responsiveness is to be based on the contents of the bid itself.</p>  |
| <b>ITB 29.2</b>                          | <p>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:</p> <p>(a) Affects in any substantial way the scope, quality, or performance of the</p>  |

|   |  |
|---|--|
|   | <p>Actuarial Services specified in the Contract; or</p> <p>(b) Limits in any substantial way, inconsistent with the Bidding Documents, NITF's rights or the Bidder's obligations under the Contract; or</p> <p>(c) If rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.</p>  |
| <b>E. Evaluation and Comparison of Bids</b> |  |
| <b>ITB 34.1</b>                             | Domestic preference shall not be a bid evaluation factor.  |
| <b>ITB 35.4</b>                             | <p>The following factors and methodology will be used for evaluation:</p> <p>a. Technical Compliance.</p> <p>b. Vender Competency &amp; Reputation, Actuarial service Market Share and Actuarial Service Reputation, Quality and Reliability.</p> <p>c. Price</p>  |
| <b>ITB 39.1</b>                             | <ul style="list-style-type: none"> <li>• NITF shall evaluate each bid that has been determined, up to stage of the evaluation, to be substantially responsive.</li> <li>• To evaluate a Bid, NITF shall consider the following: <ul style="list-style-type: none"> <li>- The Bid Price as quoted in accordance with Terms of Reference (TOR) VIII pricing schedule.</li> <li>- Price adjustment for correction of arithmetic errors</li> <li>- Experience in handling similar engagement in Sri Lankan market for a minimum period of three (3) years.</li> </ul> </li> <li>• NITF's evaluation of a bid may require the consideration of other factors, in addition to the factors listed in ITB in above, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase Actuarial Services.</li> </ul> |
| <b>F. Signing of Contract</b>               |  |
| <b>ITB 44.2</b>                             | After obtaining the approval of the Department Procurement Committee Approval, agreement will be signed with successful bidder within <b>Seven (07) days</b> .   |

# **SECTION III**

## **EVALUATION AND QUALIFICATION CRITERIA**



## Evaluation and Qualification Criteria

1. Evaluation Criteria - ITB 35.3 (d)

NITF's evaluation of a bid will be based on Evaluated Bid Price.

2. Evaluation of received bids will be done at two stages. (ITB 37.2)
  - (i) Preliminary Evaluation
  - (ii) Detailed evaluation

### Preliminary Evaluation

The bids received will be examined to determine;

- i. Whether all documents requested available, including valid bid security/ bid guarantee.
- ii. Whether bidders are eligible (Please refer ITB 18).
- iii. Whether bidders are eligible Actuarial Service (Please refer ITB 18)
- iv. Whether the Bid Form (Form 1 of Section IV – Bidding Forms) is duly signed by an authorized officer and company common seal.
- v. Whether the original Pricing Schedule (Form 2 of Section IV – Bidding Forms) signed/stamped by an authorized officer.)

### Detailed Evaluation

The Bids will be analyzed and evaluated in depth by giving substantial weightage on the following aspects along with the Pricing Details in Form 2 of Section IV and Schedule of Requirement.

❖ **If any of above information not provided, the bid shall be rejected.**

# **Section IV**

## **Bidding Forms**

# Bidding Forms

## Table of Form

- 1. Bid Submission Form**
- 2. Price Schedule**
- 3. Bid Securing Declaration**
- 4. Details of Certifying Actuary**
- 5. General Information and Experience of the Company**
- 6. Financial Capabilities of Company**

**Form 1**

**Bid Submission Form**

**[The Bidder shall fill in this Form in accordance with the instructions indicated in Section I 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.: NITF/ADM/PRO/MAJOR/2025/01

To: **National Insurance Trust Fund**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents for the following Actuarial Services .....  
.....  
*[\* insert a brief description of the Actuarial Services];*
- (c) The total net price of our Bid, after any discounts offered is:  
.....  
..... *[insert the total bid price in words and figures];*
- (d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (f) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract, or any individual Director or Directors have not been declared blacklisted by the National Procurement Agency;
- (g) 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 the acturaial contract is signed. The formal contract and the written acceptance of your bid will constitute the permanent contract between the bidder and NITF.
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: ..... *[insert signature of person whose name and capacity are shown]*  
In the capacity of .....*[insert legal capacity of person signing the Bid Submission Form]*

Name: .....*[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of:.....  
*[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ *[insert date of signing]*

## Form 2

**PRICE SCHEDULE FOR THE PERIOD FROM 01/04/2025 TO 31/12/2026**

Pricing shall be called as per the following schedule of deliverable.

| No. | Deliverable   | period    | Total No' of reports | Amount (LKR) | Amount (UDS) |
|-----|---|-----------|----------------------|--------------|--------------|
| 01. | a) Valuation of IBNR provision<br><br>b) Finalization of Market Consistency Balance sheets with Capital<br><br>c) Adequacy ratio for the following businesses classes separately as per the IRCSL guidelines.<br>i) general insurance<br>ii) Reinsurance<br>iii) General insurance+ SRCC and for the<br>iv) total entity<br>d. Certifications by Competent persons<br><br>e. Certification on solvency margin<br><br>f. Certifications by Actuary<br><br>g. Valuation Assumptions<br><br>h. Finalization of quarterly risk based capital reserve report | Quarterly | 7                    |              |              |
| 02. | a) Valuation of IBNR provision<br>b. Finalization of Market Consistency Balance sheets with Capital Adequacy ratio for the following businesses classes separately as per the IRCSL guidelines.<br>i) general insurance<br>ii) Reinsurance  |           |                      |              |              |

|    |  |        |    |  |  |
|----|--|--------|----|--|--|
|    | iii) General insurance+ SRCC and for the<br>iv) total entity<br>c. Actuarial Investigation of Insurance Policy Liabilities in respect of General Insurance Business<br>d) Certification on solvency position<br>e) Certification on Total available Capital<br>f) Certification on RCR<br>g) Certifications by Actuary<br>h) Certifications by Competent persons<br>i) Certification on Form GI –TR (AR)<br>J) Solvency projection<br>k) LAT certificate | Annual | 02 |  |  |
| 03 | valuation of gratuity liability requirement  | Annual | 02 |  |  |

- **The above price schedule should be strictly adhered giving price for each Rows.**
- **Payment Schedule**  
**Payment shall be made within 15 working days after the deliverable with the recommendation of the review committee.**
- **The Review committee shall be appointed by the Client.**
- **Alternative price schedules and/or altered price schedules in submission of the price shall be treated as non-responsive and shall be rejected.**

Signature : .....

Name of the Authorized Officer : .....

Official frank : .....

## FORM 03

**Form of Bid Securing Declaration**

[If required the Bidder shall fill in this form in accordance with the instructions indicated in brackets;  
\* delete as appropriate]

Date

.....

Name of contract .....  
[insert name by PE]

Contract Identification No  
..... [insert number by PE]

Invitation for Bid No .....  
[insert number by PE]

To: Secretary, Ministry of Finance [insert the name of the Employer preferably PE to fill before issuing  
the bidding document]

I/We\*, the undersigned, declare that:

- i). I/We\* & understand that, according to instructions to bidders (hereinafter “the ITB”), bids must be supported by a bid-securing declaration;
- ii). I/We\* accept that we shall be suspended from being eligible for contract award in any contract where bids have being invited by any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Agency of Sri Lanka, for the period of time of three years (03) starting on the latest date set for closing of bids of this bid, if I/We:
  - (a). Withdraw our bid during the period of 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.
- iii. I/We\* understand that if we are not the successful bidder this bid securing declaration shall expire, upon the earlier of (i) the successful bidder furnishing the performance security; or (ii) twenty-eight day after the expiration of our bid.

Signed [insert signature(s) of authorized representative]

In the capacity of [insert title]

Name [insert printed or typed name]

Dated on [insert day] day of [insert month], [insert year]

**Form 4****Details of the Certifying Actuary**

Declaration of the names, contact numbers and qualification the certifying actuary.

| <b>Name</b> | <b>Qualification</b> | <b>Correspondence<br/>Address/<br/>Contact No.</b> | <b>NIC/ Passport<br/>No: or any<br/>Personal<br/>Identification<br/>No: of country<br/>of domicile</b> |
|-------------|----------------------|--|--|
|             |                      |  |  |
|             |                      |  |  |
|             |                      |  |  |
|             |                      |  |  |
|             |                      |  |  |
|             |                      |  |  |
|             |                      |  |  |

Signature : .....

Name of the Authorized Officer : .....

Official frank : .....



**Form 5****General Information and Experience of the Company**

1. Name of Company:

2. Address:

3. Telephone:

4. Facsimile/e-mail:

5. Place and year of Incorporation/Registration:

6. Name of the contact person:

Contact No:

E-Mail:

7. Main lines of Business:

|    |        |  |
|----|--------|--|
| 1. | Since: |  |
| 2. | Since: |  |
| 3. | Since: |  |
| 4. | Since: |  |
| 5. | Since: |  |

8. Previous Experience in Providing Artcurial Services

| Country | Name of Client | Address of Client | Contact Person, Phone, Fax, email | Type of Artcurial Services | Value of Artcurial Services | Year |
|---------|----------------|-------------------|-----------------------------------|----------------------------|-----------------------------|------|
|         |                |                   |                                   |                            |                             |      |
|         |                |                   |                                   |                            |                             |      |
|         |                |                   |                                   |                            |                             |      |
|         |                |                   |                                   |                            |                             |      |
|         |                |                   |                                   |                            |                             |      |
|         |                |                   |                                   |                            |                             |      |

Authorized Officer : .....

Signature : .....

Official frank : .....

## Form 6

**Financial Capabilities of Company**

Name of Company:

**Summarized Actual Assets and Liabilities based on the audited Financial Statements for the previous three (3) years (copies attached)**

| <b>Financial Information</b> | <b>2021<br/>Currency</b> | <b>2022<br/>Currency</b> | <b>2023<br/>Currency</b> |
|------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Total Assets              |                          |                          |                          |
| 2. Current Assets            |                          |                          |                          |
| 3. Total Liabilities         |                          |                          |                          |
| 4. Current<br>Liabilities    |                          |                          |                          |
| 5. Shareholders<br>Fund      |                          |                          |                          |
| 6. EBITDA*                   |                          |                          |                          |
| 7. Annual Turnover           |                          |                          |                          |
| 8. Net Profit                |                          |                          |                          |

\*Earnings before interest, tax, depreciation and amortization.

Name of authorized officer :.....

Signature :.....

Official frank :.....

# **Section V**

## **Schedule of Requirements**

## Section V. Schedule of Requirements

### National Insurance Trust Fund

# Procurement of Actuary Service for Liability Valuation & Other services for a Period 01.01.2025 to 31.12.2026

## Information and Special Conditions

### 1. Introduction

National Insurance Trust Fund (NITF) was established in 2006 as a Statutory body to offer Agrahara insurance for public sector. We also offer unique benefit schemes and provide protection for all segment in general insurance industry. NITF ushered a new Era to insurance industry by serving all government servants providing “Agrahara” medical insurance scheme. We have been providing insurance cover to all Strike, Civil, Commotion & Terrorism through our SRCC & T Fund. We are proud to announce that we are the only Institution offers reinsurance in the country. NITF takes pride in having some of the best turnaround time in service to claim settlement and handing exceptions fast and according to our business rules.

NITF is coming under the regulations of Insurance Regulatory Commission of Sri Lanka (IRCSL). In line with Solvency Margin (Risk Based Capital) rules 2015 which was issued under the Extra Ordinary Gazette notification no. 1945/19 dated 15.12.2015 under the Regulation of Insurance Industry Act No. 43 of 2000, NITF is required to obtain the service of Actuary for liability valuation and other services.

### 2. Scope of cover

- i. **Quarterly submission of valuation and certification require to be provide under Determination 12 in line with the Solvency Margin (Risk Based Capital) Rules, 2015 issued by IRCSL**

Financial reporting year commence from January of each year and quarterly returns need to be submit within 45 days after the end of the quarter by NITF to IRCSL. The following deliverables are expected from the actuary quarterly. Accordingly commencing from 1<sup>st</sup> April 2025, which is ending 31<sup>st</sup> December 2026.

01. Valuation of IBNR provision
02. Finalization of Market Consistency Balance sheets with Capital Adequacy ratio for the following businesses classes separately as per the IRCSL guidelines.
  - a) general insurance
  - b) Reinsurance
    - c) General insurance+ SRCC and for the
    - d) total entity
03. Certifications by Competent persons
04. Certification on solvency margin
05. Certifications by Actuary
06. Valuation Assumptions
07. Finalization of quarterly risk based capital reserve report

- **Certificate of the Claim Provision**

- Preparation and where applicable certification of revised quarterly returns/Annual returns (revised to be in line with Solvency Margin (Risk Based Capital) rules 2015 and development of a user friendly data collection templates to facilitate the preparation of Liability Valuation. As per the IRCSL special requirement given to NITF, Solvency Margin (Risk Based Capital) needs to be submitted to IRCSL for Reinsurance, General Insurance, SRCC including General Insurance and for the total entity separately.
- ii. Annual submission of valuation and certification require to be provide under Determination 14 & 15 in line with the Solvency Margin (Risk Based Capital) Rules, 2015 issued by IRCSL**

The following deliverables are expected from the actuary annually for the year ended 2025 and for the year ended 2026. The annual returns should be filled on or before 30<sup>th</sup> April of the following year.

01. Valuation of IBNR provision
02. Finalization of Market Consistency Balance sheets with Capital Adequacy ratio for the following businesses classes separately as per the IRCSL guidelines.
  - a) general insurance
  - b) Reinsurance
  - c) General insurance+ SRCC and for the
  - d) total entity
03. Actuarial Investigation Report of Insurance Policy Liabilities in respect of General Insurance Business
04. Certification on solvency position
05. Certification on Total available Capital
06. Certification on RCR
07. Certifications by Actuary
08. Certifications by Competent persons
09. Liability adequacy test (LAT)
10. Certificate of the Claim Provision

Preparation and where applicable certification of revised quarterly returns/Annual returns (revised to be in line with Solvency Margin (Risk Based Capital) rules 2015 and development of a user friendly data collection templates to facilitate the preparation of Liability Valuation. As per the IRCSL special requirement given to NITF, Solvency Margin- Risk Based Capital (RBC) needs to be submitted to IRCSL for Reinsurance, General Insurance, SRCC including General Insurance and for the total entity separately.

11. CAR projection

**iii. Valuation of annual Gratuity liability**

Re-measurement of net defined gratuity liability for full adoption of LKAS19 Employee benefits include in any additional valuation required for the adoption of LKAS 19. The liability will not be externally funded

Valuation of Gratuity liability requirement of NITF for the 2025 and 2026

**iv. Qualification Requirement for the Actuary**

The qualifications of the actuary to be eligible to provide the service to the satisfactory of IRCSL requirement the certifying actuary should possesses under mentioned qualifications.

- (a) a Fellow of the Institute of Actuaries in England or of the Faculty of Actuaries in Scotland or a Fellow of any other professional Actuarial Institute, approved by the IRCSL or
- (b) an Associate of any of the professional Actuarial Institutes referred to in paragraph (a), with not less than ten years post qualification experience in relevant actuarial matters

### 3. Period

from 01/04/2025 to 31/12/2026

### 4. Objectives of the Assignment

- i. Obtain Quarterly liability valuation and certification which is required to be given by the actuary under Determination 12 in line with the Solvency Margin (Risk Based Capital) Rules, 2015 issued by IRCSL
- ii. Obtain Annual liability valuation and certification which is required to be given by the actuary under Determination 14 & 15 in line with the Solvency Margin (Risk Based Capital) Rules, 2015 issued by IRCSL
- iii. Obtain annual valuation of gratuity liability requirement from 01/04/2025 to 31/12/2026.
- iv. Obtaining actuary advice on optimization of reinsurance coverage.
- v. Support for the product pricing

It is expected to get the support for the Review of existing products or and new product implementation where necessary.

### 5. Reporting Requirement and Time Schedule for Deliverables

NITF requires to furnish returns to the Insurance Regulatory Commission, on quarterly and annually basis which should contain information as specified below:

The effective period is for analyzing data is from 01/04/2025 to 31/12/2026

| NO  | Deliverable   | Time period | Date of submission                                |
|-----|---|-------------|---|
| 01. | Valuation of IBNR provision   | *quarterly  | On or before 30 days from the end of the quarter. |
| 02. | Finalization of Market Consistency Balance sheets with Capital Adequacy ratio for the following businesses classes separately as per the IRCSL guidelines.<br><br>a) general insurance<br>b) Reinsurance<br>c) General insurance+ SRCC<br>d) total entity | *quarterly  | On or before 30 days from the end of the quarter  |
| 03. | Certifications by Competent persons   | *quarterly  | On or before 30 days from the end of the quarter  |
| 04. | Certification on solvency margin  | *quarterly  | On or before 30 days from the end of the quarter  |
| 05. | Certifications by Actuary   | *quarterly  | On or before 30 days from the end of the quarter  |

|     |  |            |  |
|-----|--|------------|--|
| 06. | Valuation Assumptions  | *quarterly | On or before 30 days from the end of the quarter |
| 07. | Finalization of quarterly risk based capital reserve report  | *quarterly | On or before 30 days from the end of the quarter |
| 08. | Valuation of IBNR provision  | *Annually  | On or before 4 months from end of the year.      |
| 09  | Finalization of Market Consistency Balance sheets with Capital Adequacy ratio for the following businesses classes separately as per the IRC SL guidelines.<br><br>i) general insurance<br>ii) Reinsurance<br>iii) General insurance+ SRCC<br>iv) total entity | *Annually  | On or before 4 months from end of the year.      |
| 10. | Actuarial Investigation of Insurance Policy Liabilities in respect of General Insurance Business   | *Annually  | On or before 4 months from end of the year.      |
| 11. | Certification on solvency position   | *Annually  | On or before 4 months from end of the year.      |
| 12. | Certification on Total available Capital   | *Annually  | On or before 4 months from end of the year.      |
| 13. | Certification on RCR   | *Annually  | On or before 4 months from end of the year.      |
| 14. | Certifications by Actuary  | *Annually  | On or before 4 months from end of the year.      |
| 15. | Certifications by Competent persons  | *Annually  | On or before 4 months from end of the year.      |
| 16. | Certification on Form GI –TR (AR)  | *Annually  | On or before 4 months from end of the year.      |
| 17. | Solvency projection  | *Annually  | On or before 4 months from end of the year.      |
| 18. | LAT certificate  | *Annually  | On or before 4 months from end of the year.      |
| 19. | valuation of gratuity liability requirement  | *Annually  | On or before 30 days after end of the year.      |

## 6. Client's Input and Counterpart Personnel

NITF input may contain following data.

01. Claims OS schedule for all classes
02. Claim Paid schedule for all classes
03. UPR details for all classes
04. Premium Liability breakup
05. Premium details, such as GWP.NWP etc.
06. Financial information required
07. Our working files if required

## **7. Laws: Arbitration/Jurisdictions**

Sri Lanka Law.

## **8. Validity of the bid:**

77 days from the closing date of the bids.

## **9. General**

- (i) Bidders must acquaint themselves fully with conditions of the bid.
- (ii) The bid and any contract resulting there from shall be governed by and construed according to the laws of Sri Lanka.
- (iii) No bid shall be considered for evaluation or award unless all the conditions laid down in the document have been strictly fulfilled.
- (iv) The language of correspondence is English. However, if any of the above documents are in a language other than in English, such documents should be accompanied by a certified English translation. This translation will govern and be used for interpreting the information provided.
- (v) Bidders will be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

## **10. Any other actuarial service request time to time by NITF**

NITF may require Actuarial service such as pricing of products etc.

## **11. Arbitration**

All disputes arising out of contract agreement should be dealt in accordance with the provisions of Arbitration Act No. 11 of 1995 and amendments thereto. The place of Arbitration shall be Colombo, Sri Lanka only and the language of communication shall be English only.

Chairman,  
Department Procurement Committee (Major)  
National Insurance Trust Fund, No.  
95, Chittampalam A Gardiner Mawatha,  
Colombo 02, Sri Lanka.



# **Section VI**

## **Conditions of Contract (CC)**

## Section VI - Conditions of Contract (CC)

### 1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
  - (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - (d) "Day" means calendar day.
  - (e) "Completion" means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (f) "CC" means the Conditions of Contract.
  - (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
  - (h) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
  - (i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
  - (j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
  - (k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
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- (l) “The Project Site,” where applicable, means the place named in the Contract Data.

- 2. Contract Documents** 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3. Fraud and Corruption** 3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
- (i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
  - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- 4. Interpretation** 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Entire Agreement  
The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.3 Amendment  
No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.4 Severability

- If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 5. Language**
- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as

hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods

under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No: 11 of 1995.

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

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|-----|-----------------------------|------|--|
| 11. | Scope of Supply             | 11.1 | The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.   |
| 12. | Delivery and Documents      | 12.1 | Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data. |
| 13. | Supplier's Responsibilities | 13.1 | The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.   |
| 14. | Contract Price              | 14.1 | Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.  |
| 15. | Terms of Payment            | 15.1 | The Contract Price shall be paid as specified in the Contract Data.  |
|     |                             | 15.2 | The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.                      |
|     |                             | 15.3 | Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.   |
| 16. | Taxes and Duties            | 16.1 | The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.  |

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| 17. | Performance Security     | 17.1 | If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.   |
|     |                          | 17.2 | The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.  |
|     |                          | 17.3 | As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.  |
|     |                          | 17.4 | The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.  |
| 18. | Copyright                | 18.1 | shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.  |
| 19. | Confidential Information | 19.1 | The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19. |
|     |                          | 19.2 | The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.   |
|     |                          | 19.3 | The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.  |

- 19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
20. Subcontracting 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.
21. Specifications and Standards 21.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.
22. Packing and Documents 22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
23. Insurance 23.1 Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
24. Transportation 24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.
25. Inspections and Tests 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in

- the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.
26. Liquidated Damages 26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from



the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

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|-----|------------------|------|---|
| 27. | Warranty         | 27.1 | The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.   |
|     |                  | 27.2 | Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.   |
|     |                  | 27.3 | Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.  |
|     |                  | 27.4 | The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.  |
|     |                  | 27.5 | Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.   |
|     |                  | 27.6 | If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.  |
| 28. | Patent Indemnity | 28.1 | The Supplier shall, subject to the Purchaser's compliance with CC Sub- Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the |

Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability 29.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits

or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

30. Change in Laws and Regulations 30.1

Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.

31. Force Majeure 31.1

The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32. Change Orders and Contract Amendments 32.1

The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

33. Extensions of Time 33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the

extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

34. Termination 34.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 34.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

#### 34.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty- eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

#### 35. Assignment 35.1

Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

