



The Foreign Ministry

BIDDING DOCUMENT **National Competitive Bidding (NCB)**

Supply 10 Cars on Self-drive, Rent Basis

IFB No: FM/TR/R/V/2022

December 2021

**Foreign Ministry,
Republic Building,
Colombo 01.**

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Section I. Instruction to Bidders (ITB)

1. The Chairman, Ministry Procurement Committee on behalf of the Foreign Ministry now invites sealed bids from eligible and qualified bidders for the supplying 10 no. of registered/ unregistered cars on self-drive basis (fuel will be pumped by the Ministry) under the rent basis for a two year period to the Foreign Ministry as specified in the Bidding Document.
2. Cars should be registered or unregistered with a mileage of less than 50,000 km at the point of hiring.
3. The renter should be registered car rental services with at least 10 vehicles in the fleet. And the bid submit with at least minimum 5 vehicles.
4. The renter should bear all routine maintenance costs including expenses on accidental repair as well as insurance and other related fees. If repair or any other maintenance work takes more than 24 hours period, the renter is required to provide a replacement vehicle of similar type.
5. The details of the vehicles intended to be rent under this scheme are as follows.

Details	No.of cars required	Amount of Bid Bond
Type - Car (Sedan) Color - Black, White or Silver Year of Manufacture -2015 or later Mileage – 50,000 Km or less	Ten (10)	Rs 30,000.00 (Per Car)

6. All the cars supplied to the Ministry under this scheme should have a full insurance cover (With rent a car insurance policy) of which the annual premium is borne by the supplier.
7. Technical details of the Cars

Type of vehicle	Motor Car
Engine Capacity	From 1300CC to 1600CC
Fuel/Engine Type	Petrol/Hybrid (Hybrid cars are preferred)
Car type	Sedan
Transmission type	Automatic
Type of cars expected by the Ministry	High fuel efficiency, maximum safety for passengers and high torque and power combined with excellent driving condition.

8. The selected bidder should enter into an agreement with the Foreign Ministry to provide the cars for a period of two years

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9. The monthly allowed driving distance of each car should be not less than 3,000km.
10. Payment for cars rented will be made on monthly basis by processing the Invoice.
11. Bidder should be the owner of vehicles / vehicle agents who are franchise holders of world-renowned vehicle brand available in Sri Lanka / financial institutes registered under the Central Bank of Sri Lanka or car rental services (i.e., Rent a car Companies), and that business must be registered under the Business Name Ordinance or the Companies Act.
12. The bidders shall make available the vehicles at the place for required inspection.
13. Following documentary evidences should be submitted along with the bid.
 - (a) The proof of ownership in case of own vehicle or in case of leased hold vehicles a power of attorney/affidavit, authorizing the bidder to use the vehicle for hiring, on stamp paper from Notary.
 - (b) Certificates of business registration.
14. Bidding will be conducted through the National Competitive Bidding (NCB) procedure specified in the National Procurement Guidelines, and are opened to all eligible bidders as defined in the Guidelines
15. A complete set of Bidding Documents in English can be purchased by interested Bidders on the submission of a written request on a business letterhead, from the General Administration Division of the of Foreign Ministry at the 9th Floor of the Ceylinco Building (Ceylinco House) at Bank of Ceylon Mawatha, Colombo 01, during any working day from 20th December 2021 to 3rd January 2022 between 9.00 a.m. and 3.00 p.m. after making a non-refundable fee of Rs.3.500.00. However the bid document will not be issued after 3.00 p.m. on 3rd January 2022.
16. A copy of the original non-refundable payment receipt should be attached along with the duly completed bid form and the sealed bids in duplicate should be submitted through the registered post addressed to Secretary, Foreign Ministry, Republic Building, and Colombo 01 to reach on or before 3.00 p.m. on 4th January 2022 or be deposited at the procurement box kept at the General Administration Division, of the Foreign Ministry at the 9th Floor of the Ceylinco Building (Ceylinco House) at Bank of Ceylon Mawatha, Colombo 01 on or before 3.00 p.m on 4th January 2022. “Bids for Renting of Cars” should be marked at the top left hand corner of the envelope containing the bids. Bids will be opened soon after the bid closing and bidders or the authorized representatives of the bidders are allowed to participate at the bid opening event.
17. All bids should accompany a valid Bid Guarantee for Rs. 30,000.00 per car, issued by a licensed commercial bank of Sri Lanka drawn in favor of the Secretary, Foreign Ministry, Republic Building, Colombo 01 valid up to 15th of March 2022.
18. Interested eligible bidders could obtain further information from Administrative Officer(Transport),Tel-0115921149/0714358598 e-mail address: ao@mfa.gov.lk from 09.00 a.m to 03.00 p.m in working days, Commencing from 20th December 2021. Bidding document is also available on Foreign Ministry Website (<http://www.mfa.gov.lk>) only for inspection purposes.

Section II. Bidding Data Sheet (BDS)

The following specific data for the services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB in the standard bidding documents.

ITB Clause Reference	A. General
ITB 1.1	The Hirer: Foreign Ministry
ITB 1.1	The name and identification number of this procurement are: Supply 10 Cars on Self-drive, Rent Basis IFB No: FM/TR/R/V/2022
ITB 2.1	The source of funding is: Government of Sri Lanka
ITB 4.4	Foreign bidders are not allowed to participate in this bidding.
	B. Contents of Bidding Documents
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Hirer's address is: Administrative Officer(Transport), Tel-0115921149/0714358598 e-mail address: ao@mfa.gov.lk from 09.00 a.m to 03.00 p.m in working days, Commencing from 20 th December, 2021. Bidding document is available on Foreign Ministry Website (http://www.gov.lk) only for inspection purposes.
	C. Preparation of Bids
ITB 11.1 (e)	The Bidder shall submit the following additional documents: (i) written confirmation authorizing the signatory of the Bid to commit the Bidder, (ii) Documentary evidence 16 establishing the Bidder's eligibility to bid; (iii) The bidder should furnish documentary evidence on all past

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	<p>supplies of comparable value as the bid, over the last five years, together with evidence of satisfactory performance, such as certificate of acceptance.</p> <p>(iv) Copies of original documents defining the constitution or legal status, place of registration and principle place of business of the company, firm or partnership, etc.</p> <p>(v) Details of service centers and information on service support facilities that would be provided after signing the agreement.</p> <p>(vi) Reports on financial standing of the bidder such as Financial Statements (profit and loss statements, balance sheets, auditor's reports), Bankers certificates, etc. for the past three years, if available.</p> <p>(vii) The bidder should furnish a brief write up explaining available facilities in break downs and maintaining and supply of the vehicles within the specified time.</p>
ITB 14.3	The Bidders may quote following minimum quantities: Bidder is requested to quote maximum of the requirement indicated in the price schedule.
ITB 14.4	All taxes other than VAT shall be included to the bid price mentioning separately.
ITB 15.1	The bidder shall quote the total bid price only in Sri Lankan Rupees.
ITB 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.
ITB 17.3	Supplier shall carry sufficient number of vehicles to assure to supply of same service.
ITB 19.1	The bid shall be valid until: 15th February, 2022
ITB 20.1	<p>The Bid shall include a Bid Security (issued by a bank) included in Section IV Bidding Forms.</p> <p>The Bid Security of a Joint Venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms,"</p>

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	Bidder Information Form Item 6.
ITB 20.2	The amount of the Bid Security shall be: LKR 30,000 <i>The validity period of the bid security shall be until 15 March 2021.</i>
	D. Submission and Opening of Bids
ITB 22.2 (c)	The Original and one Copy of the bid shall be submitted. Also the Name and number of the Bid: Supply 10 Cars on Self-drive, Rent Basis IFB No. FM/TR/R/V/2022 should be stated in the top left hand corner of the envelopes.
ITB 23.1	For bid submission purposes, the Purchaser's address is: Attention: Chairman Ministry Procurement Committee .Address: Foreign Ministry, Republic Building, Colombo 01. The deadline for the submission of bids is: Date: 4th January 2022 Time: 3.00 pm In the Event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.
ITB 26.1	The bid opening shall take place at: Address: General Administration Division, at 9th Floor of the Ceylinco Building (Ceylinco House) at Colombo 01. Date: 4th January 2022 Time: 3.00 pm. "Telex, Cable , E-mail or facsimile bids will be rejected"
	E. Evaluation and Comparison of Bids
ITB 34.1	No
ITB 35.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification

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	Criteria: <i>(a)</i> Deviation in Delivery schedule: No <i>(b)</i> Deviation in payment schedule: No <i>(c)</i> the cost of replacement, spare parts, and other service: No
ITB 35.4	The following factors and methodology will be used for evaluation: All criteria's are indicated in the Section III
ITB 35.5	Not Applicable

Section III. Evaluation and Qualification Criteria

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

1. Evaluation Criteria (ITB35.3(d))

The Hirer's evaluation of a bid shall take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14, one or more of the following factors as specified in ITB Sub-Clause 35.3(d).

2. Evaluation Criteria (ITB 35.4)

Substantially responsive lowest evaluated bid

3. Multiple Contracts (ITB35.5)

No additional factors and select the substantially responsive lowest evaluated bid

4. Post qualification Requirements

Experience and Capacity

The Bidder shall furnish documentary evidence to demonstrate the past experience if available providing similar nature service

Section IV. Bidding Forms

4.1 Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: _____ **FM/TR/R/V/2022**

To: **Secretary
Foreign Ministry,
Republic Building,
Colombo 01.**

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]*;

We offer to supply in conformity with the Bidding Documents and in accordance with the Service Schedules specified in the Schedule of Requirements for the **Procurement of Supplying 10 cars on self-drive. Rent basis for the Foreign Ministry.**

- (b) The total price of our Bid without VAT, including any discounts offered is: *[insert the total bid price in words and figures]*; (all vehicles for two years):-
- (c) The total price of our Bid including VAT, and 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 shall be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 17.1 and CC Clause 17.1 for the due performance of the Contract;
- (f) We have no conflict of interest in accordance with ITB;

Section IV Bidding Forms

- (g) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the Department of Public Finance;
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed
- (i) 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]*

(Common Seal)

4.2 Supply of 10 cars under the Rent Basis- Price Schedule

- 1 Name of the Company :
(a copy of the certificate of registration of the company should be attached)

- 2 Contact Address :
 Contat Telephone/Fax no. ;
 Email address: :
 Name of the contat person: :

- 3 Total no. of vehicles available in the fleet:

Details of the cars offered

	Brand	Model	Ownership of the vehicle	Brand new or Unregistered	If registered , the registration no	Year of Manufacture	Engine type (Petrol or Hybrid)	Engine capacity	Milieage (km)	Ex mi rat
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
Total Monthly Amount										
Grand Total (Total Amount X 24)										

5 Names of the companies and other establishments for which vehicles have been rented by the bidder on long term

Name of the company	Category of vehicles (Cars/Van/Bus)	No. of vehicles	

I agree with all the terms and conditions of the bid above and certify that all information provided herein is true and correct to the best of my knowledge and I understand that if any of the information I have provided above is wrong my offer will be disqualified.

Signature :

Name :

Designation :

Date :

4.3 Bid Guarantee

[This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]
----- *[insert issuing agency's name, and address of issuing branch or office]* -----

Beneficiary: Secretary
Foreign Ministry,
Republic Building,
Colombo 01.

Date: ----- *[insert (by issuing agency) date]*

BID GUARANTEE No.:-----*[insert (by issuing agency) number]*

We have been informed that ----- *[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated ----
-----*[insert (by issuing agency) date]* (hereinafter called "the Bid") for the supply of *[insert name of Supplier]* under Invitation for Bids No. **IFB No: FM/TR/R/V/2022** ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ----- *[insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- *[insert amount in figures]* ----- *[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) Has withdrawn its Bid during the period of bid validity specified; or
- (b) Does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ----- *(insert date)*

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

[Signature (s) of authorized representative(s)]

4.4 Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: _____

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1. Bidder's Legal Name : <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
5. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
6. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1. <input type="checkbox"/> In case of Government owned entity from the Hirer's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

4.5 Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

Date: _____

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1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Part year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

The Bidder shall affirm the following:

I hereby swear that no individual or partner or stockholder or officer or director associated with this Bid is in any way associated or interested in any other Bid being submitted for this contract to the Hirer.

.....
Signature of person authorized to sign

.....
(Name and title of person authorized to sign)

List below the supplementary supporting documentary evidence attached.

Section V. Schedule of Requirements

5.1 Scope of Work

This section provides a brief overview of scope of work for selected supplier. Foreign Ministry needs to carry out the as specified in the Constitution of the Democratic Socialist Republic of Sri Lanka and Service of yours will be very important and need to be perform in an trust worthy manner.

The successful bidder of this procurement will hereafter be identified as the **Service Provider** throughout this document.

Service Provider is responsible for providing the service according to the requirement of the ministry officers in efficient and effective manner.

5.2 Delivery Requirement

Awarded all numbers of vehicles must be supply to the Ministry immediately after signing the contract.

5.3 Technical Specifications

Bidders are required to mark their response/compliance against detailed technical requirements below. Failure or negative mark compliancy will be treated as non-compliance.

It is essential that bidder provides information responses when and where the details requested in “Bidders offer” column (Use the following exact format when submitting compliance)

Vehicle Specifications

1. Car (Sedan)

Item	Minimum Required Specifications	Offered Specifications
General	Sedan Cars Brand New or Used Vehicle with most recent or current models	
Make	Please specify	
Model	Please specify	
Country of Origin	Please specify	
Country of Manufacture	Please specify	
Body Color	Black, White or Silver	
Preferred Models	Toyota-Primio/Allion/Axio/corolla 141 Nissan-Blebird/Sunny	
Ownership	Original registration certificate, revenue license and insurance policies should be produced by the supplier.	
No. of Vehicles in the Fleet	At the time of bid submission, The Bidder should have a minimum Ten (10) number of vehicles in the fleet and the bid should be submitted with at least Five (5) number of vehicles. However, the bidder should agree to supply the number of cars as offered or number of cars determined by the Foreign Ministry on the same condition.	
Year of Manufacturing	Vehicles manufactured before the year 2015 are not preferred, but would be considered only comprising cost benefit ratio for the intended work	

Transmission	Automatic	
Engine Capacity	1300 CC to 1600CC	
Fuel Type	Petrol /Hybrid	
Fuel Economy	Please specify the approximate driving distance per one liter of the fuel(km/1)	
Engine Type	4-Cylinder	
Safety	Safety Belt for all passengers	
	Air Bags for Driver and Front Passenger	
	Front- Ventilated Disc brake Rear- Drum	
Passenger Capacity	05 including the Driver	
Accessories/ Attachments	Floor Mats	
	Audio/stereo AM/FM/mp3/CD	
	Air Condition	
	Rearview mirror	
	Remote Key	
	Alloy wheel	
	Tool Kit	
	Front Wheel Drive	
	Head Rests (front & rear)	
Power steering		
Fuel Tank Capacity	36L -50 L	
User Manual & Manufacturer's Catalogue	Please attach	
List of Users	Please attach	
Usage (No. of kilometers used)	Below 50,000 Km	
Insurance	All hired vehicles shall be comprehensively insured (With rent a car insurance policy) by the owner of	

	the vehicle.	
Accident Damages	Accident Damages have to be totally reinstated through insurance or to be borne by the owner.	
Break down, accident or schedule maintenance of hired vehicles	Supplier is expected to continue the service without interruption by providing replacement vehicles of substantially similar condition. Failure to provide the service more than six hours shall resulting deduction of 1/30 of monthly rate per day.	
Contract Period	02 years	
Services/ Repairs/ Revenue License	Should be done by the Supplier	
No. of vehicles can be provided	Please mention	
Availability & Night Parking	Vehicle shall be available on all working days, public holidays and weekends for Ministry requirements. However, reasonable number of days may be allowed for maintenance and service of the vehicle without jeopardizing Ministry works, and night parking should be at the office premises or any other place approved by the S/F	

Section VII. Contract Data

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

CC 1.1(h)	The Hirer is: Foreign Ministry
CC 1.1 (l)	The Project Site/Final Destination is: Secretary, Foreign Ministry, Republic Building, Colombo 01.

<p>CC 8.1</p>	<p>For notices, the Hirer's address shall be:</p> <p>Attention: Secretary of Foreign Ministry</p> <p>Address: Foreign Ministry, Republic Building Colombo 01</p> <p>Tel – 0115921149/ 0714358598 e-mail address:ao@mfa.gov.lk</p>
<p>CC 15.1</p>	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Agreed price before 15th day of the next consecutive month.</p> <p>Subject to Clause 2 of the General Conditions of Contract, prices charged by the supplier for goods and services under the Contract shall not vary from the prices quoted by the supplier in the Bid Form.</p>
<p>CC 17.1</p>	<p>A Performance Security shall be required. Before signing the agreement valid up to 14 days beyond the Supplier's warranty obligations.</p>
<p>CC 25.1</p>	<p>The inspections and tests shall be as follows:</p> <p>(i) The selected bidders shall make available the vehicle at the place, to be decided by the Hirer, for inspection. If the Hirer is satisfied with the condition of the Vehicles, only then, Letter of Awarding shall be awarded to the selected lowest bidder. If the lowest bidder is not able to provide vehicle(s) in good condition resulting in not awarding the contract.</p> <p>(ii)The acceptance test will be conducted by the Hirer or any other person nominated by the Hirer at its option at the supplier's address.</p>
<p>CC 25.2</p>	<p>The Inspections and tests shall be conducted by: Foreign Ministry</p>
<p>CC 26.1</p>	<p>Failure to provide the service more than six hours shall resulting deduction of 1/30 of monthly rate per day.</p>

CC 27	<p>All charges with regard to the providing of services like supplier's staff etc. shall be borne by the supplier during the period of hiring.</p> <p>Client shall not pay any additional expenditure for services rendered during the above period.</p> <p>Penalty</p> <p>A penalty as stipulated in the Service Level Agreement (SLA) will be imposed in the case of weak performance or failure to provide the agreed level of service to resolve the issue and accumulated penalty amount will be deducted from the performance bond.</p>
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