



State Trading
(General) Corporation

Invitation for Bid
Installation for Tender Supply and Installation of
Fire Detection System, Fire Alarm System, Fire
Protection System and Fire Blankets, Construction of
Two Emergency Staircases and Supply of Personal
Protective Equipment to Sri Lanka Trading
(General) Corporation.

Contract No - STC/Admin/2024/007

Sri Lanka State Trading (General) Corporation Ltd
No: 100, NawamMawatha, Colombo 02. Sri Lanka
Tel: +94112422341 / +94112440880
Email: lankagen@sltnet.lk
FAX: 0112447970
Web: www.stc.lk

INVITATION FOR BIDS

Invitation for tender Supply and Installation Fire Detection System , Fire Alarm System, Fire Protection System and Fire Blankets, Build Emergency stairs 2nos, Personal Protective Equipment to Sri Lanka State Trading (General) Corporation.

Contract No - STC/Admin/2024/007

Sri Lanka State Trading (General) Corporation Limited, which is a fully Government owned self-financed Corporation operated under the Ministry of Finance, Economic Stabilization & National Policies, has following requirement to be fulfilled on urgent basis.

Item	Bid Validity	Bid bond & Performance Bond	Document Fee
1. Supply and Installation of Fire Detection System and Fire Alarm System.	30 Days	Bid Security Declaration	Rs.3000 can be paid using the web link https://stc.lk/fire
2. Supply and Installation of Fire Protection System and supply Fire Blankets 5Nos.		Performance Bond 10% of the Contract Value	Documents Can be Downloaded from our web link - > https://stc.lk/fire
3. Supply of Emergency Eye Wash & Bath station and Personal Protective Equipment.	30 Days	Bid Security Declaration	Documents Can be Downloaded from our web link - > https://stc.lk/emergency
4. Design and Build Emergency stairs 2nos.			

1. Properly sealed Bidding documents in two copies in envelopes marked "Original" & "Duplicate" may hand delivered with the cover marked top left-hand corner of the envelope "**Supply and Installation of Fire System- STC/Admin/2024/007**" and send to below address on or before closing date 9th August 2024 2.00 p.m. Late bids will be rejected.
2. Bids will be closed on 9th August 2024 2.00 p.m. and opened immediately in the presence of the Bidders' authorized representatives.

Chairman,
Sri Lanka State Trading (General) Corporation,
100, NawamMawatha,
Colombo 02.

Tel: +94112422341 / +94112440880

Email: lankagen@sltnet.lk

Web: www.stc.lk

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1. Instructions to Bidder	
1.1	The Purchaser: -Sri Lanka State Trading (General) Corporation Limited.
1.2	The Name and Identification of the Bidding Installation for Tender Supply and Installation of Fire Detection System, Fire Alarm System, Fire Protection System and Fire Blankets, Construction of Two Emergency Staircases and Supply of Personal Protective Equipment to Sri Lanka Trading (General) Corporation. Contract No - STC/Admin/2024/007
1.3	Format of Bid / Bid Submission Form & Price Schedule I. Bid should be submitted according to the format given II. Bid literature should be in the English language III. The bid submitted should be duly signed and endorsed by the bidder himself IV. Price proposal shall be given only in the BOQ format
1.4	The Supplier Shall Submit Below Documents Along with Bidding Form i. Copy of Business Registration ii. Audited Financial Statements for 3 Years iii. Copies Related Service Agreements Signed for during past 3 Years iv. Technical Staff Details v. Support Centre Details vi. Fire Service Provider & Quality Certificates (Fire Dept. / ISO)
1.5	Bid Evaluation Preliminary and detailed evaluation – The bid received will be examined by the technical evaluation committee (TEC) to determine whether the bid is complete, eligible, document has been properly signed, complies with the given BOQ and specimen bid format has been followed and the price schedule has been followed. Attached the Copy of Proof of payment of Document Fee Rs. 3000. Availability of Bid Security Declaration. Approved Fire Service Provider certificate with renewal for year 2024 The TEC will also examine the bid in order to ensure the correctness of the bid. Arithmetical errors, if any, will be corrected on the following basis. a) If discrepancy is between unit price and total price then the unit price shall prevail and the total price will be corrected.

	All the items offered should conform strictly to the given Requirements.
1.6	<p>Terms of Payment Payment will be made by Sri Lanka State Trading (General) Corporation Ltd. After 30 Days on completion of installations Any advance payment will only be released on advance bond.</p>
1.7	<p>Warranty and Maintenance 03 year warranty and Maintenance</p>
1.8	<p>Governing Law and Settlement of Dispute The Contract shall be governed by and interpreted in accordance with the laws of the democratic socialist republic of Sri Lanka.</p>
1.9	<p>BiddingForms Shall Include a Suppliers Declaration in Favor Of The Chairman, Sri Lanka State Trading (General) Corporation Limited, No.100, Nawam Mawatha, Colombo 02, Sri Lanka.</p>
1.10	<p>For Clarifications Please Email, AGM (Administration), Sri Lanka State Trading (General) Corporation Limited, No. 100 ,Nawam Mawatha, Colombo 02, Sri Lanka. Telephone:+94 11 2422341/+94112440880 Fax No 094 11 2447970 E-mail: nirosh@stc.lk</p>
1.11	<p>Submission of Bidding Forms</p> <ol style="list-style-type: none"> 1. Properly sealed Bidding documents along with required attachments in two copies in envelopes marked “Original” & “Duplicate” may be sent through the courier/ registered post or hand delivered with the cover marked top left-hand corner of the envelope “Supply and Installation of Fire System- STC/Admin/2024/007” and sent to below address. Chairman, Sri Lanka State Trading (General) Corporation, 100, NawamMawatha, Colombo 02. on or before 9th August 2024 2.00 p.m. Late Bids shall not be accepted. 2. Bids will be closed on 9th August 2024 2.00 p.m. and opened immediately in the presence of the Bidders’ authorized representatives. 3. Document fee of Rs.3000 can be paid using the web link https://stc.lk/fire

2.0 General Details of Bidder

(Bid Number: STC/Admin/2024/007)

2.1 Bidder Details	Response
Company Registered Name	
Registered Business Address & Contact Details	
General Contact Details	General Numbers : Email address :
Business Registration Number	(Please Attach copy of Business Registration/BR)
Type of Business Registration (Proprietor /(Pvt) Ltd /Public Limited)	

2.2 Contact Person

Contact	Supplier Response
Contact Person Name	
Designation	
Address	
Telephone	
Fax	
E – mail	
Web Site	

2.3 Financial Standing (Audited) – Required Balance Sheets for Years

Financial Data	2021	2022	2023	2024 (Management Accounts)	Average
Annual Revenue					

Note: Please attach the copies of Audited Financial Statements and Management Accounts details for the year of 2023

2.4 Details of Support Staff Availability Western Province

Address of the Service Centre:

Contact Number : Fax :

Operating Hours :

Email :

Name of the Head of the Support Centre:

Se. No	Name and Address of the Staff	Qualified NVQ Level	Years of Experience	NIC Number	Recruitment Type (Permanent / Contract / Casual)
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					

V. *Note: Attach CV of Each Staff signed by Staff and certified by the Head of Technical*

2.5 Similar Service Agreements Signed during Last 3 Years (Similar Experience)

Se. No	Customer Name & Address With Contact Number of the Officer	Equipment Type Details & Quantity	Maintenance agreement Signed Date
01			
02			
03			
04			
05			

** Attach copies of above agreements for evaluation purpose*

2.6 Proof of Service Excellence (Awards & Certifications)

Se. No	Awarding Body	Award Level	Date Achieved
01			
02			
03			
04			
05			

- Attach Copies of Proof documents

2.7 Updated Fire Service Provider Certificate for 2024 Quality Systems Certificates

Se. No	Fire Systems Identification Number	Category	Date Achieved
01			
02			
03			
04			
05			

- Attach Copies of Proof documents

3.0 Bid Submission Form

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

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

No.: **STC/Admin/2024/007**

To: Chairman
State Trading (General) Corporation Limited
No. 100, NawamMawatha,
Colombo 02. Sri Lanka

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Documents,
- b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements.
- c) The price of our Bid per unit, including any discounts offered is: [insert the bid price per unit in words and figures in Sri Lankan Rupees.
- 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) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- f) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- 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 National Procurement Agency/ Department of Public Finance of Sri Lanka;
- h) We understand that this bid, together with your written acceptance there of 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]

Contact Details
Mobile Number
E-mail Address

4.1 Price Schedule for Fire Detection System

Se.No	Description	Unit Price	Quantity	Total
01	Smoke Detectors Brand : Model : Country of Origin :		72	
02	Heat Detectors Brand : Model : Country of Origin :		1	
03	Sounders/Alarm with Warning Light Brand : Model : Country of Origin :		12	
04	Manual Call Points		17	
05	Battery Power Backup for Operating panel with charger for minimum 30 Minutes Backup Brand : Model : Capacity : Country of Origin :		1	
06	Operating Panel (Automatic Detection and Alarm) with Drawings and Alarm Indicators Should support expansion (Smoke – 80 / Heat 3/ Sounders 15/ Manual Call 25) Including Battery Charger		1	
07	Civil Work for Cutting Tar Mixture Layer and excavation and filling with sand and <u>Concrete Layer</u> With GI Pipe (2 points each 7.5m long)		15Meters	
08	Fire Proof Main Wire 1.5sqmm for Fire Detection System Brand : Model : Country of Origin :			
09	1 ½ Casin / Trunk for Fire Detection System including accessories Brand : Model : Country of Origin :			
10	Sub Wiring work for detection points, from main wire including 1” Casin/Trunk including accessories			
11	Labor & other finishing materials			
12	Testing and Commissioning of Fire Protection System			
	Total Cost			
	Grand Total			

4.2 Price Proposal for Fire Protection System

Se.No	Description	Unit Price	Quantity	Total
01	Integrate Automatic and manual operated approved quality fire pumps 60lpm@7bar Operating voltage 220-240 Brand: Model: Minimum 3 Years Warranty		2Nos	
02	Installation of Automatic Pump Operating Panel		1Nos	
03	AC Power Input with Three way MCB (AC/Gen/off) Brand: Hager / Schneider/ Moller or Eq. :.....		1Nos	
04	Supply and installation of Drum Mounted Recessed Manual Swing type fire horse reels 19mm diameter 30Meters , with 25mm dia. ball cock valve (For Upper Floors & point C)		4Nos	
05	Supply and installation of Drum Mounted Recessed Manual Swing type fire horse reels 19mm diameter, 45Meters with 25mm dia. ball cock valve (For Building A & B Ground Floors)		2Nos	
06	Supply and installation of 65mm Heavy Duty GI pipes including accessories (from water Tank to the pump)		7.5Meters	
07	Supply and installation of 65mm Heavy Duty GI pipes including fittings and accessories (from water pump to Building A Ground Floor)		27Meters	
08	Supply and installation of 25mm Heavy Duty GI pipes including fitting and accessories (from Building A Ground Floor to Building A 1 st Floor)		4.8Meters	
09	Supply and installation of 65mm Heavy Duty GI pipes including fittings and accessories (from water pump to Building B 1 st Floor)		6.7Meters	
10	Supply and installation of 25mm Heavy Duty GI pipes including fitting and accessories for extensions (from Building B-1 st Floor to Building B-2 nd Floor) (from Building B 1 st Floor to Building B 1 st Floor) (from Building B Pump to Building B Ground Floor) (From Building B Pump to Building B Ground welfare)		57Meters	

11	5kVA Auto Generator with ATS switch panel with Auto and Manual Switching 4-stroke air-cooled diesel engine/ Rated AC voltage(V) 220-240 Minimum 3 Year Warranty. Input and output Sockets with 2.5Mx2nos Cables to MCB Brand :..... Model : Country of Origin :		01Nos	
12	Civil Work for Cutting Tar Mixture Layer and excavation and filling with sand and soil With Corrosion Protection Tape for GI Pipe		19.5meters	
13	Civil Work for Cutting Tar Mixture Layer and excavation and filling with sand and <u>Concrete Layer</u> With Corrosion Protection Tape for GI Pipe		7.5meters	
14	Supply and Installation of Fire Blankets with Protective Case (Wall Mount)		5Nos	
14	Labor & other finishing materials		1Lot	
15	Testing and Commissioning of Fire Protection System		1Lot	
16	All Pipes coated Zink Phosphate QD Primer + Enamel Final Coat (Gloss)		1Lot	
	Total Cost			

Price for Additional Extension(extra Meter with Fittings):

- 1) 65mm Heavy Duty GI pipes with Fittings 1Mtr – Rs.....
- 2) 25mm Heavy Duty GI pipes with Fittings 1Mtr - Rs.....

4.3 Price Proposal Summery

Se.No	Description	Total Price
01	Fire Detection System	
02	Fire Protection System	
	Total Cost	
	VAT15% (Vat Registration Number:)	
	Grand Total	

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

5.0 Implementation/ Installation Time Plan

“Supply and Installation of Fire System STC/Admin/2024/007

Line -	Description of Goods	unit	Delivery Date ¹		
			Earliest Implementation Completion Date	LateImplementatio n Completion Date	Bidder's offered Completion date [<i>to be provided by the bidder</i>]
<i>[insert item No]</i>			<i>If offer on 15th August 2024</i>	<i>If offer on 15th August 2024</i>	
	Fire Detection System		31st August 2024	15th September 2024	
	Fire Protection System				

Name of the Bidder :

Signature of the Bidder :

Company Franck :

**FORMAT OF BID SECURITY DECLARATION FROM BIDDER
(On Bidders Letter head)**

Bid Security Declaration

Date: AGM (Admin) No. STC/ADMIN/2024/007

To The Chairman,
Sri Lanka State Trading (General) Corporation Limited,
No.100, Nawam Mawatha, Colombo 02, Sri Lanka.

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity period up to 30th October, 2024
 - (i) Fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, or thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

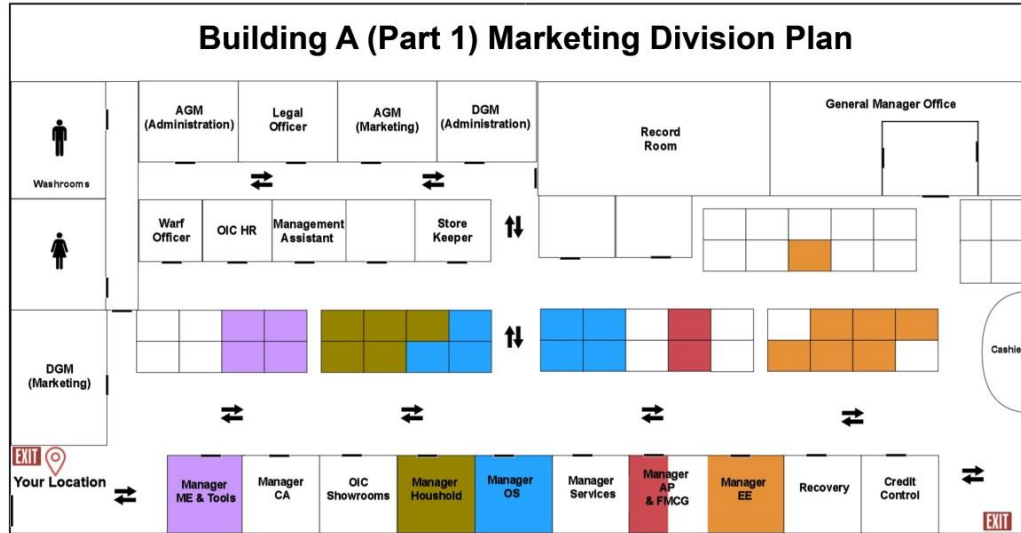
Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

“Supply and Installation of Fire System 6.0 Scope of Work

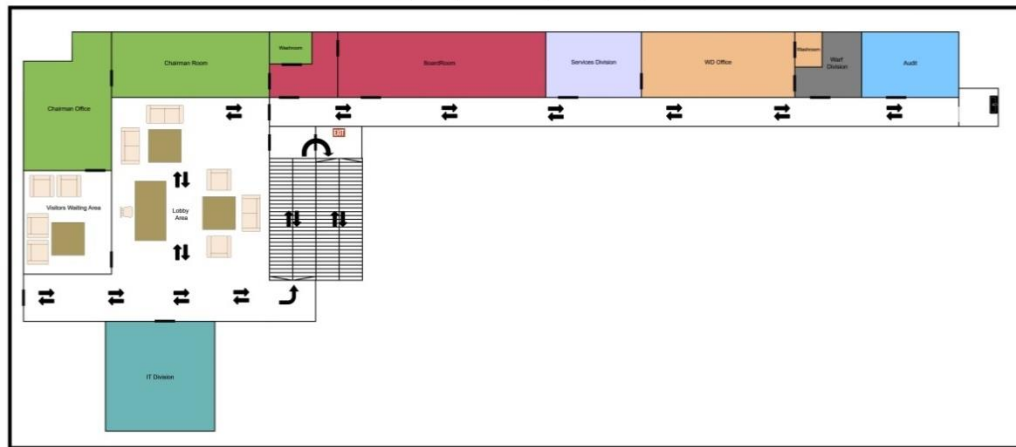
Building Drawings with Measurements

Building A – (Length 42Meters x Width 13.5meters)

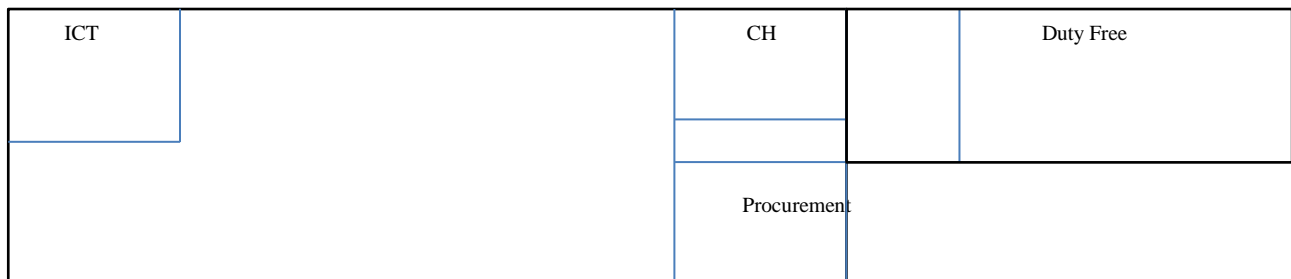


(Length 45Meters x Width 7.5meters)

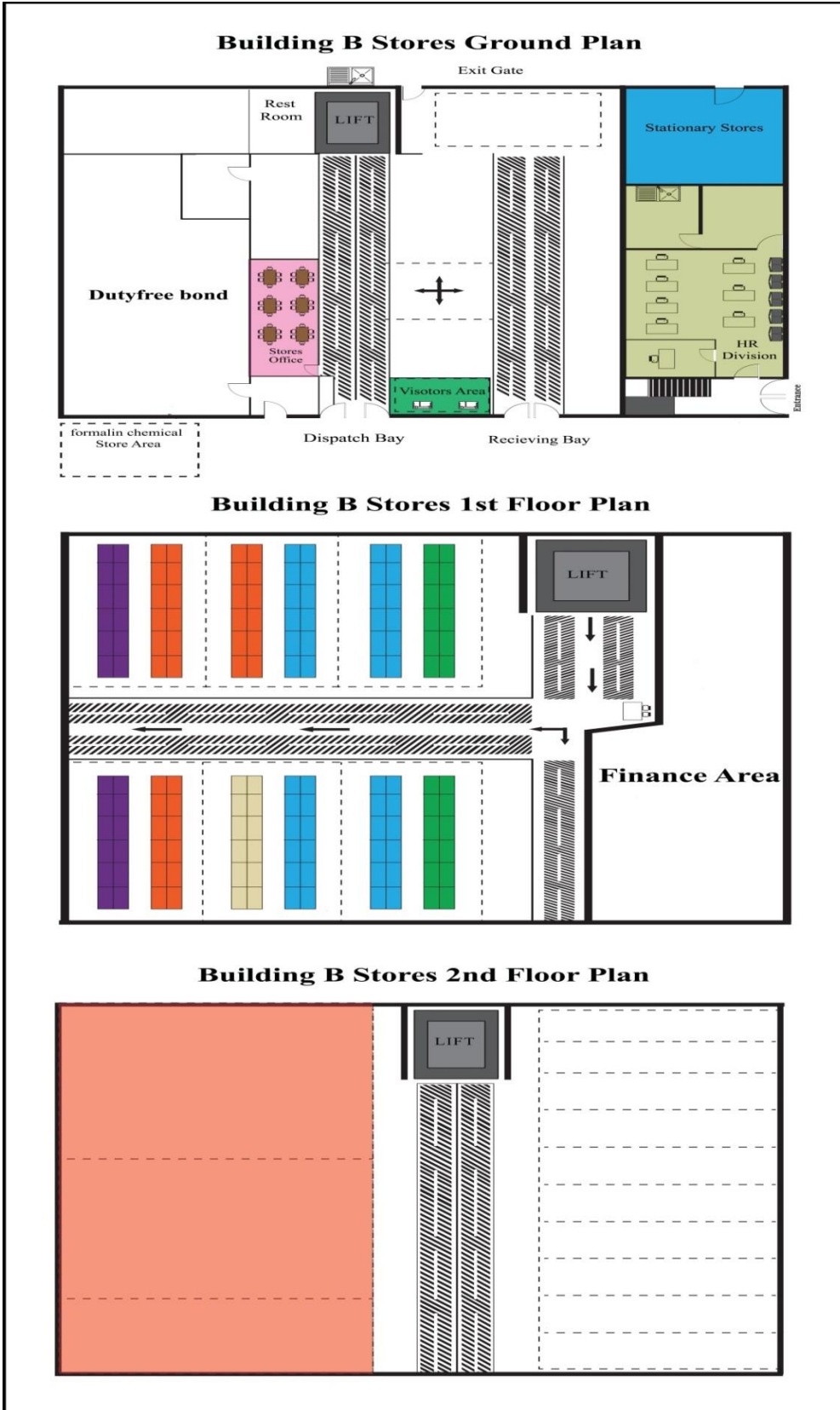
Building A (Part 2) Lobby Plan



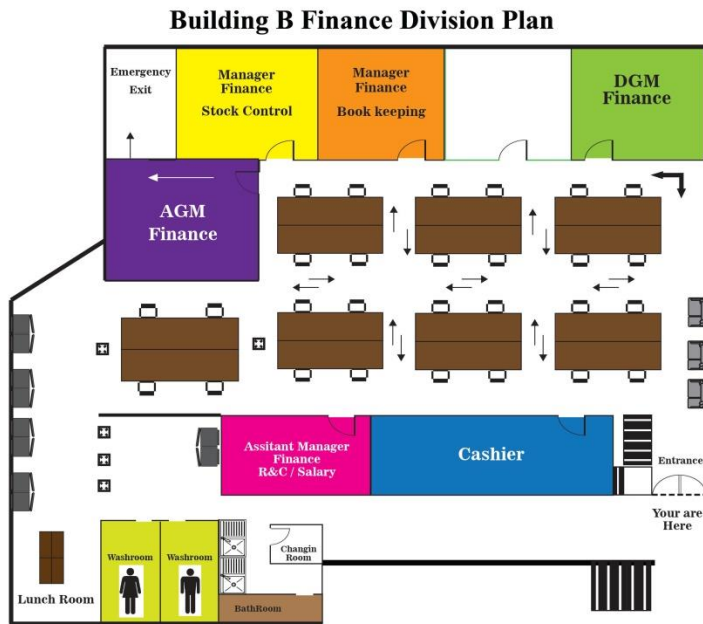
Building A (Ground Floor) – Size (Length 87Meters x Width 7.5meters)



Building B (Floor Size) – Size (Length 36Meters x Width 19.5meters)

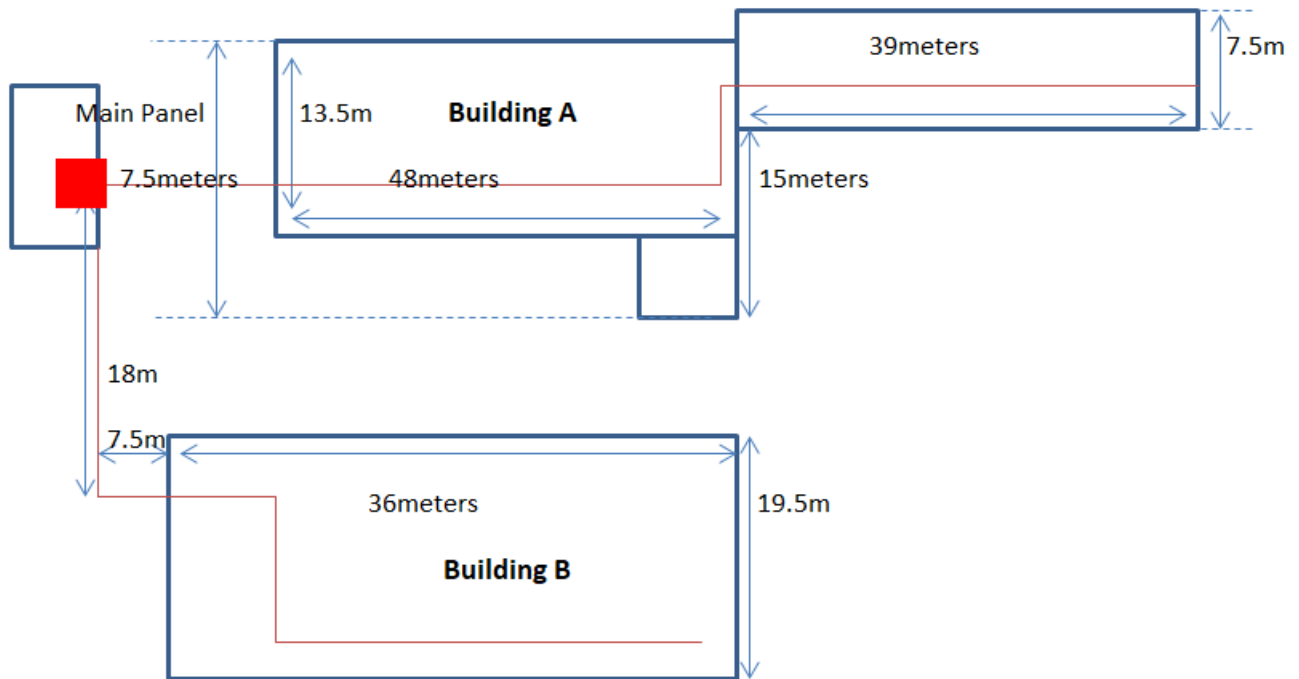


Finance Division – (1st Floor of Stores Building)



6.1 Scope of work for Fire Detection System

Overall Measurements



Fire Detection System Requirements

Building A – Requirement

Seno	Building A – Marketing Area	STC Required Quantity	Suppliers Response (Agreed/No)
01	Smoke Detectors	18	
02	Sounders	1	
03	Manual Call Points (GM/Cashier/Exit)	3	
Seno	Building A – Lobby and Board Room area	Quantity	
01	Smoke Detectors	12	
02	Heat Detectors	1	
03	Sounders (Chairman office 1, Board Room end 1)	2	
04	Manual Call Points (Chairman off/Board Room/Corridor)	3	
Seno	Building A – Ground Floor	Quantity	
01	Smoke Detectors	8	
02	Sounders (Showroom + DFS)	2	
03	Manual Call Points	3	

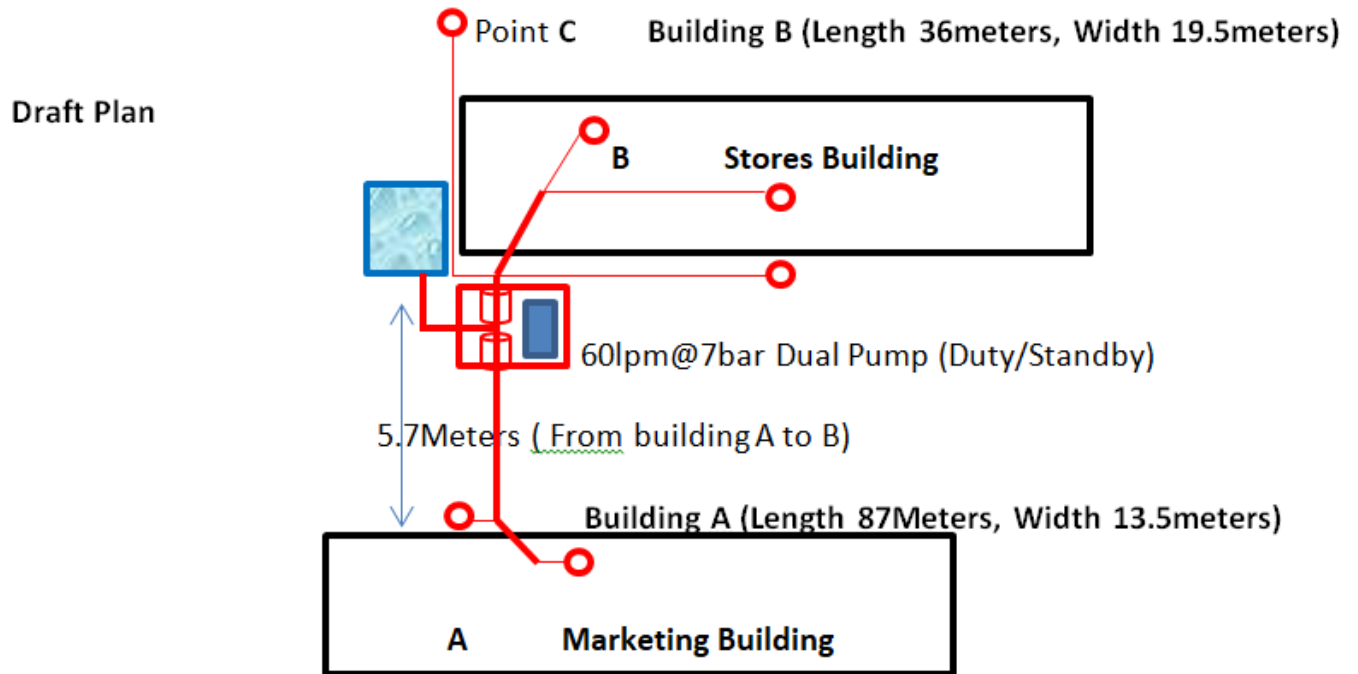
Building B – Requirement

Seno	Building B – Ground Floor	Quantity	Response (Agreed/No)
01	Smoke Detectors	12	
02	Sounders (Stores 1 , HR dept 1, Stationery Stores 1)	3	
03	Manual Call Points (Store 1, HR 1 , Stationery 1 , welfare1)	4	
Seno	Building B – First Floor (Finance + Stores)	Quantity	
01	Smoke Detectors	12	
02	Sounders (Finance 1 + Stores 1)	2	
03	Manual Call Points	3	
Seno	Building B – 2 nd Floor	Quantity	
01	Smoke Detectors	10	
02	Sounders (Inside 1 + Outside stationary stores 1)	2	
03	Manual Call Points	1	

Total Requirement for Both Buildings

Seno	Building B – 2 nd Floor	Quantity	Response (Agreed/No)
01	Smoke Detectors	72	
02	Heat Detectors	1	
03	Sounders	12	
04	Manual Call Points	17	
05	Operating Panel (Automatic Detection and Alarm) with Drawings and Alarm Indicators Should support expansion (Smoke – 80 / Heat 3/ Sounders 15/ Manual Call 25)	1	

6.2 Scope of work for Fire Protection System



Se.No	Description	Required by STC	Suppliers Response (Complied / No)
01	Integrate Automatic and manual operated approved quality fire pumps 60lpm@7bar Operating voltage 220-240 Brand: Model: Minimum 3 Years Warranty	2Nos	
02	Installation of Automatic Pump Operating Panel	1Nos	
03	AC Power Input with Three way MCB (AC/Gen/off) Brand: Hager / Schneider/ Moller or Eq. :.....	1Nos	
04	Supply and installation of Drum Mounted Recessed Manual Swing type fire horse reels 19mm diameter 30Meters , with 25mm dia. ball cock valve (For Upper Floors & point C)	4Nos	
05	Supply and installation of Drum Mounted Recessed Manual Swing type fire horse reels 19mm diameter, 45Meters with 25mm dia. ball cock valve (For Building A & B Ground Floors)	2Nos	
06	Supply and installation of 65mm Heavy Duty GI pipes including accessories (from water Tank to the pump)	7.5Meters	
07	Supply and installation of 65mm Heavy Duty GI pipes including fittings and accessories (from water pump to Building A Ground Floor)	27Meters	

08	Supply and installation of 25mm Heavy Duty GI pipes including fitting and accessories (from Building A Ground Floor to Building A 1 st Floor)	4.8Meters	
09	Supply and installation of 65mm Heavy Duty GI pipes including fittings and accessories (from water pump to Building B 1 st Floor)	6.7Meters	
10	Supply and installation of 25mm Heavy Duty GI pipes including fitting and accessories for extensions (from Building B-1 st Floor to Building B-2 nd Floor) (from Building B 1 st Floor to Building B 1 st Floor) (from Building B Pump to Building B Ground Floor) (From Building B Pump to Building B Ground welfare)	57Meters	
11	5kVA Auto Generator with ATS switch panel with Auto and Manual Switching 4-stroke air-cooled diesel engine/ Rated AC voltage(V) 220-240 Minimum 3 Year Warranty. Input and output Sockets with 2.5Mx2nos Cables to MCB Brand : Model : Country of Origin :	01Nos	
12	Civil Work for Cutting Tar Mixture Layer and excavation and filling with sand and soil With Corrosion Protection Tape for GI Pipe	19.5meters	
13	Civil Work for Cutting Tar Mixture Layer and excavation and filling with sand and <u>Concrete Layer</u> With Corrosion Protection Tape for GI Pipe	7.5meters	
14	Supply and Installation of Fire Blankets with Protective Case (Wall Mount)	5Nos	

Examined above “scope of work” with Detection and Protection system requirements and agreed to fulfill all requirements according to the terms and conditions in the tender.

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

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

Title: ----- [*insert title*]

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

Dated 0on _____ day of _____, _____ [*insert d*]

7.0 Contract Data

CC 1.1(i)	The Purchaser is: Sri Lanka State Trading (General) Corporation Ltd.
Joint Ventures CC 6.6 (1)	Joint Venture to be registered before the tender closing date and copy of registered JV document with agreement to be attached to this tender. Other subcontracting will not be allowed under this contract.
CC 8.1	For clarifications the Purchaser's address shall be: AGM (ADMIN) Sri Lanka State Trading (General) Corporation Limited No. 100 ,NawamMawatha, Colombo 02, Sri Lanka. Telephone: +94 11 2422341/+94112440880 Fax No +94 11 2447970 nirosh@stc.lk
CC 12.1	The Completion of the Related Services shall be in accordance with the Schedule of Requirements.
	Supplier should submit an unconditional and irrevocable bank guarantee in favor of The Chairman, Sri Lanka State Trading (General) Corporation Ltd to the amount equivalent to 10% of the contract value at the time of signing the agreement from a commercial bank accepted by Central Bank of Sri Lanka.
CC 15.1	The method and conditions of payment to be made to the supplier under this contract shall be as follows. (a) All advance payments will be released on advance bond when applicable (b) Installation and Service payments will be done after QA approvals from the ministry of Education, SL.
CC 17.1	A Performance Security as of given format to 10% for the total contract price
CC 25.1	<i>The inspections and tests shall be conducted by the purchaser to ensure compliance of the goods & services done to the according to the specifications.</i>
CC 26.1	The liquidated damage shall be 0.5 % per week. The maximum amount of liquidated damages shall be 10%.

8.0 General Conditions of Contract

Table of Clauses

1. Definitions	
2. Contract Documents	
3. Fraud and Corruption	
4. Interpretation	
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29. Limitation of Liability	
30. Change in Laws and Regulations	
31. Force Majeure	
32. Change Orders and Contract Amendments	
33. Extensions of Time	
34. Termination	
35. Assignment	

Conditions of Contract

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 there from, 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 whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

Section VI General Conditions of Contract

(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.

(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

General Conditions of Contract

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 and works 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
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 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

General Conditions of Contract

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, 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 (30) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it and QA Report.**

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.

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 (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

18. Copyright

- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein 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

19. Confidential Information

remain vested in such third party.

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 Sub-contracting will not be allowed under this contract.

20.2 Subcontracts shall only comply with the provisions of CC Clauses 3 and 7.

21.1 Technical Specifications and Drawings

21. Specifications and Standards

(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.

Section VII. General Conditions of Contract

- (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.

Section VI General Conditions of Contract

- 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 fail 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

Section VII. General Conditions of Contract

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.

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
intellectua
l property
right
registere
d or
otherwis
e
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,

General Conditions of Contract

- (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

**32. Change Orders
and Contract
Amendments**

practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 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 (30) 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
CCClause 31,
a delay by the
Supplier in the
performance
of its Delivery
and
Completion
obligations
shall render
the

Section VII. General Conditions of Contract

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

Section VI General Conditions of Contract

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.

9.0 Performance Security

[Note: the purchaser is required to fill the information marked as "*" and delete this note prior to selling of the bidding document]

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

-----[Issuing Agency's Name, and Address of Issuing Branch or Office] _____

* **Beneficiary:** -----[Name and Address of Employer] -----
-

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that -----[name of Supplier]
(hereinafter called "the Supplier") has entered into Contract No. -----
[reference number of the contract] dated _____ with you, for
the
----- supply of [name of contract and brief description] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we ----- [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of -----

-----[amount in figures] () [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the contract, without your needing to prove or to show grounds for your demand or the sum specified therein. This guarantee shall expire, no later than the day of, 20.....
[Insert date, 28 days beyond the scheduled completion date including the warranty period] and any demand for payment under it must be received by us at this office on or before that date.

[Signature(s)]

10.0 Contract Agreement

THIS CONTRACT AGREEMENT is made

The [insert: number] day of

[Insert: month], [Insert: year].

BETWEEN

1)
[Insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of or corporation and having its principal place of business at [Insert address of Purchaser].....
(hereinafter called “the Purchaser”), and

2) [insert name of Supplier],

a

corporation incorporated under the laws of [insert: country of Supplier]

.....and
having its principal place of business at [insert: address of Supplier]

..... (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency (ies)] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - a. This Contract Agreement
 - b. Contract Data
 - c. Conditions of Contract
 - d. Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - e. The Supplier’s Bid and original Price Schedules
 - f. The Purchaser’s Notification of Award
 - g. Add have any other documents
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as

hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: (insert signature)
in the capacity of (insert title or other appropriate designation)
in the presence of (insert identification of official witness)

For and on behalf of the Supplier

Signed: (insert signature of authorized representative (5) of the supplier
in the capacity of (insert title or other appropriate designation)
in the presence of (insert identification of official witness)

Manufacturer's Authorization

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

No. :..... [insert number of bidding process]

To Chairman

Sri Lanka State Trading (General) Corporation Ltd.

100, NawamMawatha ,

Colombo 02, Sri Lanka.

We..... [Insert complete name of Manufacturer], who are official manufacturers of-----
----- [insert Type of goods manufactured], having factories at ----- [insert full address of
Manufacturer's Factories], do hereby authorize----- [insert complete name of Bidder] to submit a
bid the Purpose of which is to provide the Support Services for the following Goods, manufactured by us

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the Conditions of Contract, with respect to the Services offered by the above firm.

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

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

Title: ----- [insert title]

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

Dated 0on _____ day of _____, _____ [insert d