



State Trading
(General) Corporation

Invitation for Bid
Wharf Clearing, Forwarding and Transport of
imported Salt Consignments & Other Commodities

Tender No - STC/DPC/2024/ClearCom

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

National Competitive Bidding (NCB)

Invitation for Bid Wharf Clearing, Forwarding and Transport of imported Salt Consignments & Other Commodities Tender No - STC/DPC/2024/ClearCom

Sri Lanka State Trading (General) Corporation Limited, which is a fully Government owned self-financed Corporation operated under the purview of the Ministry of Trade Commerce, Food Security, Sri Lanka. STC hereby invites registered clearing and forwarding agents for clearing, forwarding and transport of imported salt & other commodities to cater above requirements in year 2025

Scope	Bid Validity	Bid Security	Document Fee	Performance Bond
Clearing, Forwarding Yard facility, Unloading and Loading, Transporting of Commodities consignments.	90 days	Bid Declaration	Rs.3000 can be paid using the web link https://stc.lk/clearcom	10% of the Contract value in LKR at the time of awarding the contract

1. Properly sealed Bidding documents along with required certificates in two copies in envelopes marked "Original" & "Duplicate" may deposit to the tender box provided below address.

Please Indicate " Tenders for Wharf Clearing and transport of commodities" on top left had corner of the envelope.

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

1. Bids will be closed on 10th of January 2025 10.30AM and opened immediately in the presence of the Bidders' authorized representatives
2. Document fee of Rs. 3000 can be paid using the provided web link <https://stc.lk/clearcom>

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

Tel: +94112422341 / +94112440880

Email: lankagen@sltnet.lk

Web: www.stc.lk

Index

Index	Section	Page
1.0	Instructions to Bidders	4-5
2.0	General Details of the Bidder	6
4.1	Price Schedule	11-13
4.0	Bid Submission	15
5.1	Bid Security Declaration	16
7.0	Contract Data	17
8.0	General Conditions of Contract	18-32
9.0	Performance Security Format	41
10	Contract Agreement Format	42-43

1. Instructions to Bidders

1.1 **The Purchaser:** -Sri Lanka State Trading (General) Corporation Limited

1.2 **The Name and Identification of the Bidding**
Clearing, Forwarding and Transport of imported Salt Consignments & Other
Commodities Tender No - STC/DPC/2024/ClearCom

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 provided format.

1.4 **(Qualification) The Supplier Shall Submit Below Documents Along with Bidding Form**
i. Companies incorporated in Sri Lanka for the purpose of customs clearing
ii. With Minimum 5 Years' Experience in Customs clearing of Commodities
iii. Submit the Audited Financial Statements for 3 Years
iv. Submit Bank Credentials letter with 3 months credentials
v. Customs Registration with Minimum 3 nos CHA passes for Wharf Clerks
Required to be submitted
vi. Having Minimum Vehicle Fleet of 15Nos of 10-Wheel 20Feet FCL
Trucks.
vii. Container Yard Agreement with ISO certification of Yard Has to be
attached
viii. Tender fee of Rs. 3000 through online link <https://stc.lk/clercom>
ix. Bid Security Declaration to be submitted and signed properly.

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 format 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.
Information requested in 1.4 for qualification criteria.
TEC Evaluation will be done using Sample Data to determine the best
offer.
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.

	<p>a) If discrepancy is between unit price and total price then the unit price shall prevail and the total price will be corrected.</p> <p>All the items offered should conform strictly to the given Requirements</p>
1.6	<p>Terms of Payment Payment will be made by Sri Lanka State Trading (General) Corporation Ltd after 14days of the completion of service.</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>Bidding Forms Shall Include Bid Security 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 on the operational aspects Please Email, DGM(Admin) Sri Lanka State Trading (General)Corporation Limited No. 100 ,NawamMawatha, Colombo 02, Sri Lanka. Telephone:+94 11 2422341/+94112440880 E-mail: sandaruwan@stc.lk</p>
1.11	<p>Submission of Bidding Forms</p> <p>Properly sealed Bidding documents along with required certificates in two copies in envelopes marked “Original” & “Duplicate” may deposit to the tender box provided below address.</p> <p>Please Indicate " Tenders for Wharf Clearing and transport of commodities" on top left had corner of the envelope.</p> <p>Chairman, Sri Lanka State Trading (General) Corporation, 100, Nawam Mawatha, Colombo 02.</p> <p>3. Bids will be closed on 10th of January 2025 10.30AM and opened immediately in the presence of the Bidders’ authorized representatives</p> <p>4. Document fee of Rs. 3000 can be paid using the provided web link https://stc.lk/clearcom</p>

2.0 General Details of Bidder

Tender No - STC/DPC/2024/ClearCom

SECTION A. COMPANY DETAILS

1. Name of the Company:

.....

2. Business registered address:

.....

3. Business registration Number:..... Date of Registration :

(Copy of certificate of Incorporation should be attached- Mandatory) – (A 01)

Type of Business :**(Customs**

Clearing is Mandatory)

4. Mailing Address:

.....

5. Contact Person (Name)

6. Contact Person (Designation)

7. Contact Number (Corporate) Mobile Number

Fax Number :

8. Email Address: (Mobile Whatsapp enabled) – (Y/ N)

**9. Directros of the Firm (As in the Form (1/20/40) as applicable / Attach a Copy of Directors Consent)
Details of the Executive Board: Chairman, Directors and Chief Executive Officer.-(A 02)**

1(Name)

(Position)

(Address)

Contact No :

3(Name)

(Position)

(Address)

Contact No :

2(Name)

(Position)

(Address)

Contact No :

4(Name)

(Position)

(Address)

Contact No :

10. Years of Whaf Clearing of related consignments (Min 5 Years' Experience)

.....

(Attach Proof Documents –A 03) (5 Years' Experience is Mandatory)

SECTION B. FINANCIAL STANDING & STAFF.

1. Details of Audited financial status for the past (3) years as below need to be attached. **(B 01)**

Following Summery needs to be completed.

Financial Data	2020/2021 (Audited)	2021/2022 (Audited)	2022/2023 (Audited)	2024 (Management Accounts Up to November 2024)
Annual Revenue				
Profit before tax				
Balance Sheet Status at year end:				
Equity				
Liabilitiess				
Revenue Earned from Whaf Clearing				

2. Details of company's bankers.

i. Bank Name : Branch :

.....

Account Number :(Bank Creditals Letter with 3 Months Statements needs to be Attached) **(B02)** **(Bank Credentials Letter with 3 months credentials is Mandatory)**

3. Staff details for the current year and the previous years with Customs Registration with CHA Passes (Minimum 3 Wharf Clerks with Passes Required) - (B03) – (Minimum 3 CHA passes Mandatory)

* Permanent Staff	Current Year 2024
Imports Executive	
Whaf Clerks with CHA Passes (attach Copies of CHA Passes)	
Whaf Assitants	
Supervisors	
Other staff	

SECTION C - FLEET OF VEHICLES.**04. VEHICLE FLEET AVAILABLE**

(Copy of revenue license /along with certified copy of rental agreement copy to be attached)

	Vehicle Type & Number	Registered Year	Minimum Carrying Capacity of Vehicle (30.5MT - Metric Tons)	Type of Ownership (Owned / Rented)
01	20Feet 10-wheel Container Truck Reg No :			
02	20Feet 10-wheel Container Reg No :			
03	20Feet 10-wheel Container Reg No :			
04	20Feet 10-wheel Container Reg No :			
05	20Feet 10-wheel Container Reg No :			
06	20Feet 10-wheel Container Reg No :			
07	20Feet 10-wheel Container Reg No :			
08	20Feet 10-wheel Container Reg No :			
09	20Feet 10-wheel Container Reg No :			
10	20Feet 10-wheel Container Reg No :			
11	20Feet 10-wheel Container Reg No :			
12	20Feet 10-wheel Container Reg No :			
13	20Feet 10-wheel Container Reg No :			
14	20Feet 10-wheel Container Reg No :			
15	20Feet 10-wheel Container Reg No :			

*** Copy of revenue license /along with certified copy of rental agreement copy to be attached – (C 01)
(Minimum 15 Nos of 26Metric Tons 10-Wheel Trucks required and is Mandatory)**

5. **Rs.3000 (Tender Fee) Proof of Payment Needs to be attached (C 02)
Can be paid online using the web link <https://stc.lk/clearcom>**

SECTION D - CONTAINER YARD FACILITY AVAILABLE**6. Container Yard Facility Available for immediate Deposit**

Yard Name Address :

	Mandatory Requirements	Mandatory	Bidders Response
01	ISO Certified yard Facility	Yes	
02	Container Yard Shall have 24 Hours monitored CCTV	Yes 24 hours	
03	Shall have insured against Full value of the consignment Containers	Yes	
04	Minimum distance from the Colombo Ports (Max 20Km's from highway)	Max 20km's	
05	Operated 24 Hours with 24 Hours Security Staff	24 hrs security	
06	Minimum unloading facility for 200FCL's at once	Yes	
07	FCL Lift Off & FCL Lift On Facility at minimum Cost	Less than Rs.7000 for both Lift	
08	Laden charge up to minimum 14Days (Per Day Charge)	Per Day per FCL less than Rs.500	

Copy of Agreement signed with Container Deposit Yard along with ISO Certification Required to be attached (D1) - (Mandatory)

7. Payments and related Terms

	Payment Terms	Bidders Response (Agreed / No)
01	All Payments will be paid on receipt of Bills by Sri Lanka State Trading (General) Corporation Ltd within 14days Credit Period.	
02	Customs Duty will be paid online on submission of Assessment to the STC Wharf Department.	
03	All other charges will be paid back to you as per Actual Bill to bill basis (Copies of certified Bills to be submitted for claims).	
04	Car Chits (Delivery Confirmations with customer seal and signature) with weight receipts to be submitted along with unload bills for all payments	
06	Container Demurrages or Extension charges will be paid online only on special situations	
05	Yard Rent & FCL Loading & Unloading charges will be paid after submission of bills	
06	Customs Food Department rice testing charges will be paid bill to bill basis as when required	

Without submitting Proof Documents certified copies for (A01), (A02) (A03) and (B01), (B02) (B03), (C01), (C02) and (D01) Tender Minimum Qualifications will not be fulfilled.

8.0 Terms and Conditions of Contract

(STC/DPC/2024/clearcom - Tender for Clearing and Forwarding)

1) Clearing and forwarding agent shall always take full responsibility of the consignment until the consignment successfully handed over to the STC nominated customer or unload in STC Premises or approved container yard.

2) Customs clearing to be done within 24hours of receipt of copy shipping documents with required waiver letters and declarations, scanned copy and hardcopies after getting delivery order from the shipping agent.

3) Following communications has to be kept open during 24hours /day (24x7) and contactable within short period of time 1) Official Email Address 2) 3 Nos of Mobile phone numbers of Wharf executives

3) Relevant Lorry Driver and Assistants Mobile phone numbers.

4) All transporting containers trucks shall have mobile phone for Driver and assistant to keep communication for Agent and STC all the time. All the Drivers and Assistants contact details along with copies of National Identity Cards to be submitted through email and get the approval from the STC.

5) Delivery customer details along with their contact numbers will be shared by the STC wharf department time to time and the clearing agent shall keep all the records of received information and daily delivery completion sheet to be submitted by email.

Routes to the destinations declared by STC cannot be changed without prior approval.

In case of lorry breakdown, replacement has to be provided within 6hours to complete the delivery and information related to replacing lorry to be informed and get the approval.

6) If the container seals brakes during the transportation, it will be considered as loss of transporting consignment and STC will claim the consignment value in full from the guarantee considering sales value. The Agent shall always keep records for Seal number and status during the transportation.

7) Delivery notes (Car Shits) shall always contain below information.

i) Delivered Lorry Number ii) Container Number iii) Delivery from Location with date/time iv) Delivery to Location with Date/Time v) Receiving Officers Signature vi) Receiving officers official Stamp

STC is not liable to pay for any charges without having above information.

8) ALL FCL Return Notes with Container yard confirmation has to be submitted to STC Wharf Department within 7 days after unloading, and Container Deposit Releasing Documents needs to be submitted to the Shipping agent office within 30days and receipts has to be submitted at STC Wharf Department on time.

I hereby agree to provide a good quality service according to Sri Lanka State Trading Corporation Requirements and Agreed to the above Terms and Conditions including points 1 to 8 and to provide Un-conditional bank performance bond in favor of Chairman, Sri Lanka State Trading (general) Corporation Ltd.

Name:

Authorized Officer Signature :

Date :

.....

(Place Official Stamp/Seal Here)

(Place signature and seal on all pages page footer)

9.0 Price Schedule – STC/DPC/2024/ClearCom

Name of the Company :

9.1 - 20Ft FCL Clearing Charges

	<u>Description</u>	<u>Charges in Rs.</u>
01	Clearing Charges for a Consignment BL	
02	20FT FCL Handling Charges	
03	When the shipment is referred to “D” branch by customs an additional non-statutory charges	
04	Out Panel Examination at Rank Container Terminal (RCT), an additional non-statutory charges	
05	20FT FCL Weighing Charges per Container (at RCT)	
06	20FT FCL Weighing Charges per Container (Out Harbour – Reputed weighing Firm only)	
07	Container scanning charges per container	

9.2 . Unloading Gang Charges

	Mandatory Requirements	Charges in Rs.
1	Unloading Charges for 20Ft Container having 520nos of 50kg rice bags	
2	Unloading Gang Charges for 50kg Rice bag (for LCL or extra Quantity)	

9.3 . Container Deposit yard Charges

Yard Name :

Yard Address :

.....

Distance in Km from Ports : (according to google map) ISO Certified :

.....

	Mandatory Requirements	Charges in Rs.
01	20Ft FCL Lifting Off from Lorry Charge	
02	20Ft FCL Lofting On to Lorry Charge	
03	Laden charge for 20Ft Container Per Day (storage charge)	
04	Container Rent Charges per day (Good Quality dry 20Ft Containers)	

9.4 Container Forwarding Charges/ Transport

	Delivery Location (Charges Including Container Return trip)	Weight Up to below weight	Container Lorry Type	Forwarding Charges From Ports Rs.	Forwarding Charges From Nominated yard (Eg.Spectra Logistics Yard) Rs.	Forwarding Charges From Narahenpita STC Stores Rs.
01	Walisara Sathosa warehouse Container Transport Charges	30.5MT	10 Wheel			
02	Rathmalana Sathosa Warehouse Container Transport Charges	30.5MT	10 Wheel			
03	Narahenpita STC Warehouse Container Transport Charges	30.5MT	10 Wheel			
04	Veyangoda Food Commissioners Warehouse Container Transport Charges	30.5MT	10 Wheel			
05	Kelaniya Warehouse Container Transport Charges	30.5MT	10 Wheel			
06	Kurunegala Sathosa Warehouse Container Transport Charges	30.5MT	10 Wheel			
07	Anuradhapura Sathosa warehouse Container Transport Charges	30.5MT	10 Wheel			
08	Weerawila Sathosa Warehouse Container Transport Charges	30.5MT	10 Wheel			
09	Rathnapura Sathosa Warehouse Container Transport Charges	30.5MT	10 Wheel			
10	Kandy Sathosa Warehouse Container Transport Charges	30.5MT	10 Wheel			
11	From Ports to Proposed <u>Container Yard</u> to Lift off FCL (Eg.Spectra Yard- One Way Trip)	30.5MT	10 Wheel			
12	Container Forwarding lorry detention Charges (after Twelve (12) hours from the time of issuing gate pass at port authority.)	After 12hours	10 Wheel			

Signature with official seal has to be placed .

9.5 Container Forwarding Charges/ Transport

	Delivery Location (Charges Including Container Return trip)	Weight	Container Lorry Type	Forwarding Charges From Ports Rs.	Forwarding Charges From Nominated yard (Eg.Spectra Logistics Yard) Rs.	Forwarding Charges From Narahenpita STC Stores Rs.
01	Hambanthota Salt Factory	30.5MT of Salt	10 Wheel			
02	Mannar, Salt Factory	30.5MT of Salt	10 Wheel			
03	Elephant Pass,Salt Factory	30.5MT of Salt	10 Wheel			
04	Palavi, Puttlam,Salt Factory	30.5MT of Salt	10 Wheel			
05	Kalpitiya Rd. Puttlam,Salt Factory	30.5MT of Salt	10 Wheel			
06	Mannar Rd, Puttalam,Salt Factory	30.5MT of Salt	10 Wheel			
07	Mampuri, Puttlam, Salt Factory	30.5MT of Salt	10 Wheel			
08	Neboda Road, Mathugama,Salt Factory	30.5MT of Salt	10 Wheel			
09	Bataatha, Hungama Salt Factory	30.5MT of Salt	10 Wheel			
10	100 Feet Road, Hambantota,Salt Factory	30.5MT of Salt	10 Wheel			
12		After 12hours	10 Wheel			

Signature with official seal has to be placed .

7.0 Bid Submission Form

No.: **STC/DPC/2024/Clearcom**

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 “Scope of work” and “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 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]

Contact Details
Mobile Number
E-mail Address

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

8.0 Bid Security Declaration

Date: Procurement No. STC/DPC/2024/clearcom

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 90 Days
 - (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)

9.0 Contract Data

CC 1.1(i)	The Purchaser is: Sri Lanka State Trading (General) Corporation Ltd
CC 8.1	<p>For any clarification, the Purchaser's address shall be contact below officer:</p> <p>DGM(Admin) Sri Lanka State Trading (General)Corporation Limited No. 100 ,Nawam Mawatha, Colombo 02, Sri Lanka.</p> <p>Telephone: +94 11 2422341/+94112440880 sandaruwan@stc.lk</p>
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	<p>The method and conditions of payment to be made to the supplier under this contract shall be as follows.</p> <p>All advance payments will be released on advance bond when applicable</p>
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>

10.0 General Conditions of Contract

Table of Clauses

1. Definitions	
2. Contract Documents	
3. Fraud and Corruption	
4. Interpretation	
5. Language	
6. Joint Venture, Consortium or Association	
7. Eligibility	
8. Notices	
9. Governing Law	
10. Settlement of Disputes	
11. Scope of Supply	
12. Delivery and Documents	
13. Supplier's Responsibilities	
14. Contract Price	
15. Terms of Payment	
16. Taxes and Duties	
17. Performance Security	
18. Copyright	
19. Confidential Information	
20. Subcontracting	
21. Specifications and Standards	
22. Packing and Documents	
23. Insurance	
24. Transportation	
25. Inspections and Tests	
26. Liquidated Damages	
27. Warranty	
28. Patent Indemnity	
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

- 2. **Contract Documents**
- 3. **Fraud and Corruption**

- (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.
- 2.1 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.

3.1 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

5. **Language**
 6. **Joint Venture, Consortium or Association**
 7. **Eligibility**
 8. **Notices**
- 4.3 **Amendment**

written or oral) of the parties with respect thereto made prior to the date of Contract.

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.
 - 5.1 **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.**
 - 6.1 **JV's and subcontracting will not be allowed under this contract.**
 - 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.**
 - 8.1 **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.**

General Conditions of Contract

- 9. Governing Law** 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 10. Settlement of Disputes** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 11. Scope of Supply** 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.
- 12. Delivery and Documents** 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.
- 13. Supplier's Responsibilities** 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.
- 14. Contract Price** 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 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**.
- 13.1 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.
- 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not

General Conditions of Contract

15. Terms of Payment

vary from the prices quoted by the Supplier in its bid.

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 (28) days after submission of an invoice or request for payment by the Supplier for the completed service, after the Purchaser has accepted it and after receipt of 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 (28) 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

Section VI General Conditions of Contract

19. Confidential

Information

20. Subcontracting

21. Specifications and Standards

- 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.
- 20.1 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
- (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

22. Packing and Documents
23. Insurance
24. Transportation
25. Inspections and Tests

- (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.

- 22.1 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.
- 23.1 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.
- 24.1 Unless otherwise specified in the **Contract Data**, Responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.
- 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

27. Warranty
28. Patent
Indemnity

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.

- 27.1 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.
- 28.1 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

General Conditions of Contract

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

30. Change in Laws and Regulations

31. Force Majeure

- (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
- 30.1 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.
- 31.1 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

Section VI General Conditions of Contract

32. Change Orders and Contract Amendments

33. Extensions of Time

- 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 (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.
- 33.1 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

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.

11.0 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)]

12.0 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 Technical Specifications and Scope of work)
 - e. The Supplier’s Bid and original Price Schedules
 - f. The Purchaser’s Notification of Award
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)