



CEYLON PETROLEUM CORPORATION

**BID FOR THE SUPPLY OF 30,000 NOS. OF
2 LTRS. WHITE CANS**

B/48/2020

BIDDING DOCUMENT

2020

CEYLON PETROLEUM CORPORATION

Bid for the Supply of 30,000 Nos. of 2 Ltrs. White Cans

B/48/2020

Invitation to Bid

Ceylon Petroleum Corporation (CPC) at No. 609, Dr. Danister De Silva Mawatha, Colombo 09, Sri Lanka, will receive sealed Bids for the supply of 30,000 Nos. of 2 Ltrs. White Cans from interested bidders who have past experience in similar work.

Failure to furnish documents requested in this document may result in the Bid being rejected.

INVITATION FOR BIDS
CEYLON PETROLEUM CORPORATION
SUPPLY OF 30,000 NOS. OF 2 LTRS. WHITE CANS
B/48/2020

The Chairman, Departmental Procurement Committee, Ceylon Petroleum Corporation will receive sealed Bids from reputed Suppliers for the supply of 30,000 Nos. of 2 Ltrs. White Cans.

Bidding documents can be obtained between **0900 hrs. and 1500 hrs. up to 27.10.2020.** from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st. Floor, No. 609, Dr. Danister De Silva Mawatha., Colombo 09, on a written request and on payment of non-refundable fee of Rs. 1,000.00 (Rs. 925.93+ VAT).

The Bid will be closed at **1400 hrs. on 28.10.2020** and opened at the Office of Manager (Procurement & Stores), immediately after closing time of the Bid. Bidders or their authorized representatives will be permitted to be present at the opening of the Bid.

Bids may be sent by post under registered cover or may be deposited in the Tender Box kept in the Office of Manager (Procurement & Stores) at the above address.

Bidding documents may be inspected upto 1500 hrs **27.10.2020** at the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 01st Floor, No, 609, Dr. Danister De Silva Mawatha, Colombo 09.

Clarifications (if any) shall be sought from the under mentioned Telephone/Fax numbers.

<p>Due to the Covid-19 pandemic, the bidders can download the bidding document from CPC website, i.e - www.ceypetco.gov.lk , and all the payment can be made to the Account No. 00410011020 of Ceylon Petroleum Corporation of People's Bank (Head Office)</p>

Chairman,
Departmental Procurement Committee,
C/o Manager (Procurement & Stores)
Ceylon Petroleum Corporation,
01st Floor,
No. 609, Dr. Danister De Silva Mwt.,
Colombo 09.
Tele : 5455330, 5666225
Fax : 5455424

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1. INSTRUCTIONS TO BIDDERS (ITB)

1.1 Introduction :

1.1.1 Chairman, Department Procurement Committee (DPC), Ceylon Petroleum Corporation (CPC) is calling bids from eligible suppliers in Sri Lanka for the contract “Supply of 30,000 Nos. of 2 Ltrs. White Cans”.

1.2 Basis of Bid

1.2.1 Bids are to be forwarded on the basis for the supply of 30,000 Nos. of 2 Ltrs. White Cans. Additional services provided by the Bidder not covered in this Invitation to Bid shall be stated clearly. If no exceptions are stated, CPC would assume that Bidder conforms to the most stringent conditions of the Bidding document.

1.2.2 Bids are to be forwarded for the supply of 30,000 Nos. of 2 Ltrs. White Cans as per the Specifications stipulated in the Bidding Document.

1.3 Issue of Bidding Documents

1.3.1 Bidding documents will be issued up to **1500 hrs. on 27.10.2020**. Bidders shall purchase the Bidding documents, by making a nonrefundable payment of Rs. 1,000.00 (Rs. 925.93 + VAT, from the Manager (Procurement & Stores) CPC, 1st Floor, No. 609, Dr. Danister De Silva Mawatha., Colombo 09.

1.3.2 Bidding Document will consist of the followings;

- Instructions to Bidders (ITB)
- Conditions of Contract (COC)
- Specifications
- Schedule of Prices
- Form of Bid
- Form of Bid Security Guarantee
- Form of Agreement
- Form of Performance Security Guarantee

1.4 Documents to accompany the Bid

1.4.1 All Bidders shall furnish following documents along with their Bids. All documents shall be furnished in English language.

- Company Profile including the Bidders’ experience in last five years.
- Experience in similar works in last 03 Years (2017, 2018, 2019) including the period of contract, details of Contact Nos. and Name of Clients.

- Schedule of Prices duly completed and signed.
- Form of Bid (**Annex A**) duly completed and signed.
- Form of Bid Security (**Annex B**).

1.5 Sealing and marking of Bids

- 1.5.1 Bids shall be submitted in duplicates as per the conditions specified in this Bidding Document. The original and the duplicate of the Bid shall be placed in separate envelopes marked '**ORIGINAL**' and '**DUPLICATE**'. Both envelopes shall be enclosed in one securely sealed cover, which shall be marked "**BID FOR THE SUPPLY OF 30,000 NOS. OF 2 LTRS. WHITE CANS**" on the top left hand corner and the statement, "**DO NOT OPEN BEFORE 1400 hrs on 28.10.2020** (to be completed with the time and date specified in the Bidding Document) and shall be addressed to:

Departmental Procurement Committee,
Ceylon Petroleum Corporation,
Bid for the Supply of 30,000 Nos. of 2 Ltrs. White Cans,
Procurement & Stores Function,
1st Floor, No. 609,
Dr. Danister De Silva Mawatha,
Colombo 09.
Sri Lanka.

- 1.5.2 If the outer envelope is not sealed and marked as required above, CPC will assume no responsibility for the Bids being misplaced or premature opening. If the outer envelope discloses the Bidder's identity, the CPC will not guarantee anonymity of the Bid submission but this disclosure will not constitute grounds for Bid rejection.

1.6 Period of validity of Bids

- 1.6.1 All offers shall be valid for a **minimum period of Seventy Seven (77) days** from the closing date of the Bid. Bidders should however, clearly indicate the maximum period that their offers would be valid. **A Bid valid for a shorter period will be rejected as non-responsive.**

1.7 Format and Signing of Bids

- 1.7.1 The Bidder shall prepare an Original and a Duplicate of the Bid specified above, clearly marking as, "**Bid for the supply of 30,000 Nos. of 2 Ltrs. White Cans**" Original and duplicate as appropriate. In the event of any discrepancy between the Original and Duplicate, the Original shall govern.
- 1.7.2 The Original and the Duplicate of the Bid shall be typed, or written in indelible ink, and shall be signed by the Bidder, or person(s) duly authorized to bind the Bidder to the Contract. **All pages of the Bid except for un-amended printed literature shall be initialed by the person(s) signing the Bid.**
- 1.7.3 Any inter lineation, erasures or over-writing shall be valid only if they are initialled by the person(s) signing the Bid.

1.8 Clarification of Bidding Document

- 1.8.1 A prospective Bidder requiring any clarification of the Bidding Document should notify CPC in writing by hand or post or facsimile at the CPC's mailing address indicated in the sub clause 1.5 of the Instruction to Bidders of the Bidding Document. Similarly if a Bidder feels that any important provision is unacceptable, such objection should be raised at this stage. CPC will respond in writing to any request for clarification or modification of the Bidding Document that is received not later than Seven (07) days prior to the deadline of submission of Bids prescribed by the CPC. Copies of the CPC's response will be sent to all prospective Bidders who have collected Bidding Documents.

1.9 Deadline for submission of Bids

- 1.9.1 Chairman, Procurement Committee, CPC must receive Bids at the address specified in **ITB Clause 1.5**, not later than the **1400 hrs. on 28.10.2020**. Chairman, Procurement Committee, CPC may, at his discretion, extend this deadline for submission of Bids, by amending the Bidding Documents, in which case all rights and obligations of CPC and the Bidders will thereafter be subjected to the deadline as extended.

1.10 Late Bids

- 1.10.1 Any Bid received by the Chairman, Procurement Committee and CPC after the deadline for submission of Bids, will be rejected and returned unopened to the Bidder.

1.11 Modification, Substitution & Withdrawal of Bids

- 1.11.1 The Bidder may modify or withdraw his Bid after submission, provided that written notice of the modification or withdrawal is received by the CPC, prior to the deadline prescribed for Bid submission. The Bidder's modifications shall be prepared, sealed, marked and dispatched as follows:

- a) The Bidders shall provide an Original and a Duplicate, as specified in **the ITB clause 1.7**, of any modifications to his Bid, clearly identified as such in two envelopes, duly marked "**Bid for the supply of 30,000 Nos. of 2 Ltrs. White Cans**". The envelopes shall be sealed in an outer envelope, duly marked "**BID MODIFICATIONS**".
- b) A Bidder wishing to withdraw his Bid shall notify the CPC in writing prior to the deadline prescribed for the submission of Bids. A withdrawal notice may also be sent by Facsimile, but must be followed by the original, by post or by hand not later than the deadline for submission of Bids. The notice of withdrawal shall be addressed to the: -

Chairman,
Departmental Procurement Committee,
Ceylon Petroleum Corporation,
Bid for the supply of 30,000 Nos. of 2 Ltrs. White Cans,
1st Floor, No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.
Sri Lanka.

Bearing the Bid name and the words "**BID WITHDRAWAL NOTICE**". Bid Withdrawal notices received after the deadline for submission of Bids will be ignored, and the submitted Bids will deem to be valid.

1.12 Closing of Bids

1.12.1 Bids, sealed and addressed as aforesaid, shall be sent under Registered Cover to reach:

Chairman,
Departmental Procurement Committee,
Ceylon Petroleum Corporation,
Bid for the **supply of 30,000 Nos. of 2 Ltrs. White Cans,**
Procurement & Stores Function,
1st Floor,
609, Dr. Danister De Silva Mawatha,
Colombo 09,
Sri Lanka.

1.12.2 Not later than **1400 hrs Sri Lanka local time on 28.10.2020**, If the Bidders or their representatives choose not to send their Bids under Registered Cover, they could deposit such Bids in the Bid Box provided for this purpose at the office of the

Manager (Procurement & Stores),
Procurement & Stores Function,
Ceylon Petroleum Corporation,
1st Floor, No. 609,
Dr. Danister De Silva Mwt.,
Colombo 09.
Sri Lanka.

1.13 Opening of Bids by CPC

1.13.1 Bids will be opened immediately after the closing date and time fixed for receipt of Bids, at the,

Manager (Procurement & Stores),
Procurement & Stores Function,
Ceylon Petroleum Corporation,
1st Floor, No. 609,
Dr. Danister De Silva Mawatha,
Colombo 09.
Sri Lanka.

Or such other place as arranged if the Manager (Procurement & Stores) Office is not available.

1.13.2 The Chairman, Procurement Committee, CPC or his nominated representative will open the Bids, in the presence of the Bidders and / or their representatives, who choose to attend at the time on the date and at the opening place specified in the Invitation to Bid. Bidders and / or their representatives shall sign a register as proof of their attendance.

1.13.3 The Bid prices, discounts, and Bidder's names, the presence or absence of the requisite Bid Security and other such details, which the CPC at its discretion, may consider to be

appropriate, will be announced, at the opening. Late Bids will not be entertained and will be returned unopened to the Bidder.

- 1.13.4 Bids (and modifications sent pursuant to ITB Sub Clause 1.11 that are not opened will not be considered for evaluation, regardless of the circumstances.

1.14 Bid Security Guarantee

- 1.14.1 The bidder shall furnish as part of its Bid, a bid security or bid securing declaration to a value of Rs. 35,000.00 obtained from a Commercial Bank operate in Sri Lanka or an Insurance institute registered under the Insurance Board of Sri Lanka or by making a cash deposit to the CPC.
- 1.14.2 The Bid Security Guarantee should be valid for hundred and Seven (107) days (i.e. until 11.02.2021) from the date of closing of Bid. A form of Bid Security Guarantee is attached in Annex "B".
- 1.14.3 Any Bid not accompanied by a substantially responsive bid security or bid-securing declaration or a cash deposit in accordance with this clause, shall be rejected.
- 1.14.4 The bid security or bid securing declaration of the unsuccessful bidders shall be returned promptly upon the successful bidder furnishing the performance security.
- 1.14.5 The bid security may be forfeited or the bid securing declaration executed:
- (a) If a bidder withdraws its bid during the period of bid validity specified by the bidder on the Form of Bid; or
 - (b) If the bidder does not accept the correction of its bid price pursuant to ITB sub-clause 1.17.
 - (c) If the successful bidder fails within the specified time to:
 - (i) Sign the Contract; or
 - (ii) Furnish the required Performance security.

1.15 Schedule of Prices

- 1.15.1 Bidders are required to duly sign and return the "Schedule of Prices" indicating their quoted Bid prices and the validity period of the offer etc.
- 1.15.2 Prospective Bidders are requested to submit their offers in Sri Lankan Rupees.
- 1.15.3 Offers not submitted on the prescribed form and in the manner required are liable for rejection.

1.16 Preliminary Examination of Bids

- 1.16.1 CPC will examine the Bids to determine whether they are complete, any computational errors have been made, whether the documents have been properly signed, and the Bids are generally in order. If not, CPC may at its discretion call clarifications from the Bidder. The request for clarification and the response shall be in writing within one week's form the clarifications and no change in the price or substance of the Bid shall be sought, offered or permitted.

1.17 Correction of Errors

- 1.17.1 Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

- 1.17.2 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.
- 1.17.3 If the total bid price increases due to corrections made on above procedure, the bid price shall not be adjusted to the increased price and the corrections should be readjusted within the bid price in consultation with the bidder.
- 1.17.4 If the bid price decreases by the above procedure, the amount stated in the Form of Bid shall be adjusted with the concurrence of the bidder and shall be considered as binding upon the bidder.
- 1.17.5 If the bidder does not accept the corrected amount of bid, its bid shall be rejected and the bid security may be forfeited.

1.18 Evaluation and Comparison of Bids

- 1.18.1 CPC will carry out a detailed evaluation of the Bids, to determine whether the Technical aspects are properly addressed, and the Bids are substantially responsive. Followings will be considered for evaluation.
- a) **Technical Evaluation:** All details requested under sub-clause 1.4 of “Instruction to Bidders” and technical information requested in this document shall be considered.
- b) **Financial Evaluation of Bids:** In evaluating the bids, CPC will determine for each bid the evaluated Bid price by adjusting the Bid Price as follows:
- (a) Making any correction for errors;
 - (b) Excluding the provision, if any, for contingencies;
 - (c) Making an appropriate adjustment for any other acceptable variation or deviations; and
 - (d) Making appropriate adjustment to reflect discounts offered.
- 1.18.2 CPC reserves the right to accept or reject any variation or deviation.
- 1.18.3 Examination for unbalanced bids; if CPC determines that the bid is unbalanced and hence the bidder may fail in the performance of his obligations in some items with the quote rates, a higher performance security as determined by CPC may be requested to mitigate such risks.

1.19 Procurement Committee’s right to accept or reject any or all Bids

- 1.19.1 The CPC Procurement Committee will not be bound to make the award to the Bidder submitting the lowest offer.
- 1.19.2 The CPC Procurement Committee reserves the right to reject any or all Bids or any part thereof, without assigning any reasons. The CPC Procurement Committee may accept any or all items of an offer, and reserves the right to increase or decrease the number of units to be contracted for, at prices indicated in the Schedule of Prices.

1.19.3 The notice of acceptance of Bid will be sent by facsimile, followed by post to the successful Bidder, to the address given by him in the Bidding Document, soon after the decision of CPC Procurement Committee.

1.20 Award Criteria

1.20.1 Subject to sub-Clause 1.18 of ITB, the CPC Procurement Committee will award the contract to the successful Bidder, whose Bid has been determined to be substantially responsive lowest evaluated Bid provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

1.20.2 The successful Bidder will be called upon to perform the Contract for the **Supply of 30,000 Nos. of 2 Ltrs. White Cans** or part thereof conforming to the specification.

1.20.3 The Successful bidder will be called upon to enter into an Agreement with CPC. A Specimen Form of Agreement is attached as annexure – C.

2. CONDITIONS OF CONTRACT

2.1 Priority of Documents

- 2.1.1 The documents forming the Contract are to be taken as mutually explanatory of one another;
- 2.1.2 The priority of the documents shall in accordance with the order as listed below:
 - (a) The Contract Agreement
 - (b) The Letter of Acceptance
 - (c) The Contractor's Bid
 - (d) The Conditions of Contract
 - (e) Specification
 - (f) Schedule of Prices

2.2 Performance Security:

- 2.2.1 Within 14 days from receipt of the "Letter of Award", the Contractor shall deliver to the Employer a Performance Guarantee amounting to 10% of the Contract price, in the form of a Bank Guarantee or as a cash deposit to Ceylon Petroleum Corporation.
- 2.2.2 If the Performance Guarantee provided by the successful Bidder is in the form of a Bank Guarantee, it shall be issued as per Annexure "D", by a Commercial Bank operated in Sri Lanka and, acceptable to the Employer.
- 2.2.3 If the Successful Bidder fails to comply with the requirements of sub-Clause (2.2.1 & 2.2.2), it shall constitute sufficient grounds for cancellation of the award and forfeit the Bid Guarantee.

2.3 Mode of Payment

- 2.3.1 Payment shall be made within 30 days after delivery and acceptance by CPC.

2.4 Delivery

- 2.4.1 Order should be delivered to Agro Chemical Plant at Kolonnawa and partial delivery schedule should be coordinate with Assistant Manager (Agro Production) according to ceypetco requirements.

2.5 Defaults by Successful Bidder

- 2.5.1 If the successful Bidder, defaults in supplying the said goods or otherwise commit a breach of any of the provisions in the Contract with CPC for the contract "**Supply of 30,000 Nos. of 2 Ltrs. White Cans**", he shall be liable to pay to CPC all losses, damages and expenses incurred by CPC, in consequence of such default or breach. Bidders should declare that they had read the Bid conditions, and that they make the offer in compliance with, and subject to all the conditions thereof, and agree to perform the goods in accordance with the said conditions in the manner therein set out, and in terms of this Bid.

2.6 Force Majeure:

- 2.6.1 Except as regards an act of God, War, Strike, Invasion, Civil war, Rebellion Revolution Insurrection, Earthquake or Plagues, the Bidder shall undertake all risks and liabilities of whatsoever kind arising out of incidentals connected with this service contract.

2.7 Arbitration

- 2.7.1 Any dispute, difference, controversy, claim arising from out of or in connection with this contract or on the interpretation thereof or on the rights, duties obligations or liabilities of any parties thereto or on the operation, breach, termination or invalidity thereof shall be resolved by Arbitration in Colombo, Sri Lanka and shall be governed by Sri Lankan Arbitration Act No. 11 of 1995 by three (03) Arbitrators and the third (03rd) Arbitrator shall be appointed by two Arbitrators appointed by the parties.

2.8 Liquidated Damages

- 2.8.1 Liquidated Damages amounts to Rs. 1/4000 will be levied per each day delayed beyond the period of delivery specified in the contract.

3. SPECIFICATION

White 02 L Q.S Plastic + LID 175G (with inner sealer and outer lid)

Minimum Weight : 175 g

Can Size : Length 14.5 cm x Width 9.5 cm x Height 23.0 cm

Material: HDPE

- 1 . The “POISON” logo, “LANKA” mark, “Ceypetco Agro “ logo and words "DO NOT RE USE" should be embossed on the container in all three languages as per registrar of pesticide's requirements. Outer lid should be embossed with “Ceypetco Agro” logo. These cans should have an ROPP sealing arrangements.
2. Prospective bidder should forward a sample Can together with quotation.

4. SCHEDULE OF PRICES

White 02 L Q.S Plastic + LID 175G (with inner sealer and outer lid)

	Item	Qty.	Unit Price	Total
1.	White 02 L Q.S Plastic + LID 175G (with inner sealer and outer lid)	30,000		
	Sub Total			
	8% VAT (if applicable)			
	Grand Total			

Grand Total (in words) :

.....

VAT REGISTRATION NUMBER :

Name of the Company :

Address :

.....

Name & Signature :

Company Seal :

Telephone Nos. :

Form of Bid

To: The Chairman
Procurement Committee,
Ceylon Petroleum Corporation,
1st Floor,
No. 609, Dr. Danister De Silva Mawatha,.
Colombo 09.
SRI LANKA.

From:

.....

.....

Sir,

A-1 Having familiarized ourselves with the formal request for Instruction to Bidders, Conditions of Contract, Specifications for “supply of 30,000 Nos. of 2 Ltrs. White Cans” we offer to complete the whole of delivery in conformity with the said document.

A-2 Unless and until a formal agreement is prepared and executed this Bid together with your written acceptance thereof shall constitute a binding contract with us.

A-3 We understand you are not bound to accept the lowest or any Bid you may receive.

A-4 The Bid we are offering is complete and fulfils the requirements discussed in the Specification of the Bidding Document.

A-5 We agree to abide by this Bid for the period of **Seventy Seven (77) days** from the date of opening of the same Bid. Conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.

A-6 We agree to be bound by the Bid, Bid Conditions, and Performance security.

A-7 We affirm that the said items will be delivered after we receive notice of acceptance of our Bid from the CPC.

A-8 We offer the lump sum fixed price of (foreign cost in figures)inwords).....
..... and Sri Lanka Rupees (local cost in figures) (in words..... for Supply of as detailed out in this Bidding Document and details of the lump sum price is as given in the schedule of prices. We agree that it is open to the Procurement Committee to reject this offer or to accept.

Dated this day of2020.

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

Name

Address
.....
.....

Witnesses:

1. Signature
Name :
Address :
.....
.....

2. Signature :
Name :
Address :
.....
.....

ANNEX B - Format for Bid Security Guarantee

[This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

.....[insert issuing agency's name and address of issuing branch or office].....

Beneficiary : [insert (by PE) name and address of Employer/ Purchaser]

Date : [insert (by issuing agency) date]

BID GUARANTEE NO. :[insert (by issuing agency) number]

We have been informed that[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (hereinafter called " the Bidder") has submitted to you its bid dated[insert (by issuing agency) date] (hereinafter called "the Bid") for execution/ supply [select appropriately) of [insert name of Contract] under Invitation for Bids No. [insert IFB number] ("the IFB")

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

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

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

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

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

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

ANNEX-C: FORM OF AGREEMENT

This agreement made this _____ day of _____ 2020, by and between CPC established by an Act of Parliament namely Act No. 28 of 1961 & having its registered Office at No.609 Dr. Danister de Silva Mawatha”, Colombo 09 in the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as the “CPC” which terms of expression as herein used shall where this context so requires and admits mean & include the CPC & its Successors & assigns) of the one part and _____ of _____ a Company duly incorporated & having its registered Office at _____ (hereinafter called the “Supplier” which terms of expression as herein used shall where this context so requires and admits mean & include the _____ & its successors & assigns) of the other part

Whereas the CPC is desirous that the Goods known as the should be supplied by the Supplier, and has accepted a Tender by the Supplier for the supply of such goods.

The CPC and the Supplier agree, as follows: -

1. In the agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and Scope of Work hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as a part of this Agreement.
 - **Instructions to Bidders**
 - **Letter of Acceptance dated _____.**
 - **The Bid dated _____.**
 - **Specification**
 - **Conditions of Contract**
 - **The Contractor's Proposal**
3. In consideration of the payments to be made by the CPC to the supplier as hereinafter mentioned, the Supplier hereby covenants with the CPC to supply and remedy any defects therein, fit for purpose in conformity in all respect according to the provisions of the Contract.

4. The CPC hereby covenants to pay the Supplier in consideration of the goods supplied 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 have hereunto caused this Agreement to be executed the day, month & year afore written.

Authorized Signature of the Chairman of CPC		Authorized Signature of the Supplier	
<u>In the presence of</u>		<u>In the presence of</u>	
Name		Name	
Signature		Signature	
Address		Address	

ANNEX D - FORMAT FOR PERFORMANCE GUARANTEE

.....[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 Contractor/ Supplier] (hereinafter called "the Supplier") has entered into Contract No.[reference number of the contract] datedwith you, for the [insert " construction" / "Supply"] of[name of contract and brief description of Works] (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 Bidder, 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 Supplier 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 theday of 2020 *[insert date, 28 days beyond the scheduled contract completion date]* and any demand for payment under it must be received by us at this office on or before that date.

This guarantee shall be governed by the laws of Sri Lanka and shall be subject to the Uniform Rules for Demand Guarantees, published as number 758 by the International Chamber of Commerce, except as stated above.

.....
[Signature(s)]