



# ***CEYLON PETROLEUM CORPORATION***

***SUPPLY AND INSTALLATION OF BASE RADIO STATION AND  
10 NOS. OF MOBILE RADIO SETS FOR THE AVIATION REFUELLING  
KATUNAYAKE FOR THE COMMUNICATION PURPOSES IN REFUELING  
OPERATIONS AND MAINTENANCE WORKS IN AIRPORT APRONS, CPC FUEL  
FARM AND RAIL TANK WAGON UNLOADING STATION***

***B/30 /2025***

***BIDDING DOCUMENT***

***2025***

**CEYLON PETROLEUM CORPORATION**

**Bid for the Contract “Supply and Installation of Base Radio Station and  
10 Nos. of Mobile Radio Sets for the Aviation Refuelling Katunayake for the Communication  
Purposes in Refueling Operations and Maintenance Works in Airport Aprons, CPC Fuel  
Farm and Rail Tank Wagon Unloading Station”**

**Invitation to Bid**

**B/30/2025**

*Ceylon Petroleum Corporation (CPC) at No. 609, Dr. Danister De Silva Mawatha, Colombo 09, Sri Lanka, will receive sealed Bids for the contract “Supply and Installation of Base Radio Station and 10 Nos. of Mobile Radio Sets for the Aviation Refuelling Katunayake for the Communication Purposes in Refueling Operations and Maintenance Works in Airport Aprons, CPC Fuel Farm and Rail Tank Wagon Unloading Station” 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.**

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## **INVITATION FOR BIDS (IFB)**

**Ceylon Petroleum Corporation (Ministry of Energy)**

**“Supply and Installation of Base Radio Station and 10 Nos. of Mobile Radio Sets for the Aviation Refuelling Katunayake for the Communication Purposes in Refueling Operations and Maintenance Works in Airport Aprons, CPC Fuel Farm and Rail Tank Wagon Unloading Station”**

**B/30 /2025**

*The Departmental Procurement Committee of Ceylon Petroleum Corporation invites National Competitive Bids from eligible bidders for the “Supply and Installation of Base Radio Station and 10 Nos. of Mobile Radio Sets for the Aviation Refuelling Katunayake for the Communication Purposes in Refueling Operations and Maintenance Works in Airport Aprons, CPC Fuel Farm and Rail Tank Wagon Unloading Station”.*

*Bidding documents can be obtained between 0900 hrs. to 1500 hrs up to 02.09.2025 from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1<sup>st</sup> floor, Procurement & Stores Function, No. 609, Dr. Danister De Silva Mawatha, Colombo 09 on a written request and payment of non-refundable fee of Rs. 2,000.00 (ie. 1,653.58 + 2.5% SSCL +18% VAT) per set. As per the Public Contract Act No. 3 of 1987, the Prospective Bidders shall be registered in Department of Registrar of Companies through <https://eroc.drc.gov.lk/> website and submit PCA 3 certificate along with their Proposal.*

*The bid will be closed at 1400 hrs on 03.09.2025 and opened at the office of Manager (Procurement & Stores), at the above address, immediately after closing time of the Bid. Bidders or their authorized representative will be permitted to be present at the opening of Bid.*

*Bids should be accompanied by a Bid Security amounts to Rs. 85,000.00.*

*The Pre-bid site visit is scheduled to be held from 26th to 28th August 2025. To arrange a convenient date within this period, please contact Mechanical Engineer/ HSE Supervisor, CPC Aviation Katunayake over the Telephone No. 011 2253376 or via email: [hasintha@ceypetco.gov.lk](mailto:hasintha@ceypetco.gov.lk), [milan@ceypetco.gov.lk](mailto:milan@ceypetco.gov.lk)*

*Chairman,  
Departmental Procurement Committee,  
C/o Manager (Procurement & Stores),  
Procurement & Stores Function,  
Ceylon Petroleum Corporation,  
1<sup>st</sup> Floor, No. 609, Dr. Danister De Silva Mawatha,  
Colombo 09.  
Tele : 011-7296336 Fax : 011-2106769*

## **1. INSTRUCTIONS TO BIDDERS**

### **1.1 Introduction**

Ceylon Petroleum Corporation (CPC) is calling Bids from contractors who have past experiences in similar work for the contract “Supply and Installation of Base Radio Station and 10 Nos. of Mobile Radio Sets for the Aviation Refuelling Katunayake for the Communication Purposes in Refueling Operations and Maintenance Works in Airport Aprons, CPC Fuel Farm and Rail Tank Wagon Unloading Station”.

#### **Eligibility Criteria**

- Bidder shall not have been blacklisted
- The bidder shall be TRC (Telecommunications Regulatory Commission) registered vendor.
- Should be an authorized Agent for the quoted product
- Quoted products should have minimum 05 years proven track record in the market
- Should have after sales service facility

### **1.2 Content of the Bidding Documents**

Bidding Document will consist of the followings ;

- 1.2.1 Instructions to Bidders (ITB)
- 1.2.2 Conditions of Contract (COC)
- 1.2.3 Technical Specifications
- 1.2.4 Bill of Quantities
- 1.2.5 Form of Bid
- 1.2.6 Format of Bid Security Guarantee
- 1.2.7 Form of Agreement
- 1.2.8 Format of Performance Guarantee

### **1.3 Documents to accompany the Bid**

All Bidders shall furnish adequate information in respect of the items offered.

Failure to furnish the following documents and details, with the bid may result in the Bid being rejected. All documents shall be furnished in English language.

- 1.3.1 Experience of the Bidder
- 1.3.2 Past performance – Bidders should forward past supply records for the last Five (05) years.
- 1.3.3 Schedule of Prices duly completed and signed.
- 1.3.4 Form of Bid (**Annex A**) duly completed and signed.
- 1.3.5 Bid Security
- 1.3.6 Catalogue of the quoted product
- 1.3.7 Manufacture authorization letter/business registration
- 1.3.8 Details on after sales service facility

#### 1.4 Sealing and marking of Bids

Bids shall be submitted in duplicates. The original and the duplicate of the Bid shall be placed in separate envelopes marked 'ORIGINAL' and 'DUPLICATE' and shall be marked **"BID FOR THE SUPPLY AND INSTALLATION OF BASE RADIO STATION AND 10 NOS. OF MOBILE RADIO SETS FOR THE AVIATION REFUELLING KATUNAYAKE FOR THE COMMUNICATION PURPOSES IN REFUELING OPERATIONS AND MAINTENANCE WORKS IN AIRPORT APRONS, CPC FUEL FARM AND RAIL TANK WAGON UNLOADING STATION"** on the top left hand corner and the statement, **"DO NOT OPEN BEFORE 1400 hrs on 03.09.2025** (to be completed with the time and date specified in the Bidding Document and shall be addressed to;

Manager (Procurement & Stores),  
Procurement & Stores Function,  
1<sup>st</sup> Floor,  
No. 609, Dr. Danister De Silva Mawatha,  
Colombo 09.  
Sri Lanka.

If the envelope is not sealed and marked as stated above, CPC will not take the responsibility for the Bids being misplaced or premature opening. In the event of any discrepancy between the Original and the Duplicate, the Original shall govern.

#### 1.5 Period of validity of Bids

All bids shall be valid for a **minimum period of Seventy Seven (77) days (i.e. upto 18.11.2025)** from the closing date of the Bid. **A Bid valid for a shorter period will be rejected as non-responsive.**

#### 1.6 Signing of Bids

The Original and the Duplicate of the Bid shall be typed, or written in indelible ink, and shall be signed by the Bidder. **All pages of the Bid except for un-amended printed literature shall be initialed by the person(s) signing the Bid.**

Any inter lineation, erasures or over-writing shall be valid only if they are initialled by the person(s) signing the Bid.

#### 1.7 Clarification of Bidding Document

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 Bidding Document clause 1.4. 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.

### **1.8 Deadline for submission of Bids**

CPC must receive Bids at the address specified in ITB Clause 1.4, not later than **1400 hrs. on 03.09.2025.**

### **1.9 Late Bids**

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

### **1.10 Withdrawal of Bids**

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 sent to the Manager (Procurement & Stores), which the address is given in Clause No.1.4.

### **1.11 Closing of Bids**

Bids shall be closed at **1400 hrs on 03.09.2025** and hence bids shall be reached to the address given in clause no. 1.4 before the time and date specified in clause no. 1.8.

### **1.12 Opening of Bids by CPC**

Bids will be opened immediately after the closing date and time fixed for receipt of Bids. The address where bids are opened is given in clause 1.4.

### **1.13 Agent's Authority :**

An Accredited Agent of the manufacture signing the Bidding Document on behalf of the Principal shall state the Principal's name and address, telephone number and fax number, (if any) and a letter of Authority empowering the agent.

Nomination of an Agent after the Bid has been submitted will not be valid.

### **1.14 Bid Security Guarantee**

Each Bid shall be accompanied by a Bid Security Guarantee, (if requested) undertaking that the bid will be held valid for the specified period, and that the bid will not be withdrawn during that period. Such security shall be in the form of a Bank Draft or a Bank Guarantee issued / confirmed by a recognized Bank in Sri Lanka, and payable to the CPC on demand in a sum of



**Rs. 85,000.00.** The Bid Security Guarantee should be valid for Hundred & Five (105) days (**i.e. up to 16.12.2025**) from the date of closing of Bid. A form of Bid Security Guarantee is attached in Annex "B".

Failure to submit the Bid Security Guarantee at the time, or before the closing of Bid, and in accordance with above said requirements, and in the format provided, will result in the Bid being rejected. Bid Security Guarantee from unsuccessful Bidders will be returned to them after the award is made to the successful Bidder. The Bid Security of the successful Bidder will be returned only after receipt of the **Performance Security Guarantee**.

### **1.15 Schedule of Prices**

Bidders are required to duly sign and return the "Schedule of Prices" as indicated in the bidding document.

### **1.16 Preliminary Examination of Bids**

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**

Bids determined to be substantially responsive will be checked by the CPC for any arithmetic error. Errors will be corrected by the CPC in the following manner;

- 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 of Bids:**

CPC will carry out a detailed evaluation of Bids, to determine whether the Technical aspects are properly addressed, and the Bids are substantially responsive.

**1.19 CPC's right to accept or reject any or all Bids**

The CPC will not be bound to make the award to the Bidder submitting the lowest offer.

The CPC reserves the right to reject any or all Bids or any part thereof, without assigning any reasons. The CPC may accept any or all items of an bid, and reserves the right to increase or decrease the number of units to be contracted for, at prices indicated in the Schedule of Prices.

**1.20 Notice of Acceptance**

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 the CPC.

**1.21 Award Criteria**

1.21.1 Subject to ITB Clause 1.18, the CPC 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.

1.21.2 The successful Bidder will be called upon to supply or part there off conforming to Technical Specifications, and strictly by the agreed date of completion.

1.21.3 If the Successful bidder is called upon to enter in to an Agreement with CPC, the bidder should be ready to sign an agreement with CPC.

## 2. CONDITIONS OF CONTRACT (COC)

### 2.1 Performance Security:

If it is applicable, the successful Bidder will be notified by CPC to furnish a Performance Guarantee. This guarantee shall be submitted on his owned cost and within fourteen (14) days of such notification through / confirmed by a reputed Commercial Bank in operation in Sri Lanka, for a sum equivalent to 10% of the total Bid value of the accepted Bid. The Performance Security shall be complied to the format given in Annex C. The period of validity of this performance security shall be the expected period of delivery of goods/equipment plus one month. (i.e. period of the contract plus one month)

If the successful Bidder fails to furnish the Performance Security aforesaid, his name will be placed in the list of defaulting Contractors. CPC shall therefore, be entitled in its absolute discretion to make suitable arrangements required for the performance of such Bid, as the case may be, at the risk and expense of the successful Bidder.

The successful Bidder, in the event of his failure to furnish the Performance Security as required, shall be liable for any losses, costs expenses and damages, which the CPC may sustain in consequence of such failure, and the Bid security shall be forfeited.

### 2.2 Mode of Payment

Payments will be done within a period of thirty (30) days from the date of submission of invoice after the successful installing and handing over.

### 2.3 Project Completion

Period of completion shall be **four (04) months** from the date of confirmation of the order.

### 2.4 Defaults by Successful Bidder

If the successful Bidder, defaults in the supply or otherwise commit a breach of any of the provisions in the Contract with CPC, 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 services in accordance with the said conditions in the manner therein set out, and in terms of this offer. A Form of Bid, as Annex- 'A' is attached.

## **2.5 Liquidated Damages**

Liquidated Damages amounts to Rs. 1/2000 of the contract value will be levied per each day delayed beyond the period of delivery specified in the contract up to the maximum of 10%.

## **2.6 Force Majeure:**

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 the sale.

## **2.7 Arbitration.**

If during the continuance of this Contract or at any time after the termination thereof, any disputes or differences of opinion touching the interpretation of this contract were to arise between the parties hereto or their respective representatives, such differences or disputes shall be referred for Arbitration.

Arbitration shall be conducted under the rules of ICLP (Institute of the Development of Commercial Law & Practice), Arbitration Centre and in accordance with the arbitration Act No. 11 of 1995 of Sri Lanka. The place of Arbitration shall be Colombo, Sri Lanka.

### 3. TECHNICAL SPECIFICATIONS

Technical Specifications for new radio transmission system with base station and mobile radio sets for Aviation Refueling Terminal of Ceylon Petroleum Corporation at Bandaranaike International Airport, Katunayake

#### The Radio Transmission System

- 1 Base station including antenna and other accessories.
- 10 numbers of mobile radio sets with accessories.
- There shall be at least 4 Rx frequencies and 4 Tx frequencies are required for communication at same time.

#### Specification of Mobile Radio Sets - 10 numbers.

- The mobile radio sets shall be intrinsically safe.
- Communication is Full Duplex.
- The sets shall be at least IP67 category.
- The radio sets shall be in UHF range.
- Direct mode shall be available for communication among radio sets.
- The radio sets and programming shall be compatible to the supplied base set.
- Communicating frequency range shall be 400 MHz to 500 MHz and band width 12.5 kHz
- The transmission distance shall be at least 2.5 km.
- Shall have charging unit for each set.
- Leather case and shoulder strap shall be available.
- Belt clip should be available with the radio set.
- Remote speaker and microphone shall be provided.
- Length of the radio set should be less than 180 mm without antenna.
- Battery capacity shall be at least 1500 mAh and batteries shall be provided with the mobile radio sets
- Shall have warranty for at least 2 years.
- Weight of the radio set with battery should be less than 500g
- Clear audio with noise-canceling features are required.
- Power of the radio set is equal or less than 5W

#### Specification of Base Radio Station

- The base station shall have at least 16 channels.
- Communication is Full Duplex.
- Power cables, power supply unit shall be provided
- The base set shall be in UHF range.
- The base set and programming shall be compatible to the supplied base set.
- Maximum height of the antenna will be 4 meters.
- There shall be a microphone in the base unit.
- Surge arrestor should be available.
- Shall have warranty for at least 2 years.
- Power of the base station is equal or less than 25 W.

## Requirements

The radio base station, mobile radio sets and the system is required for the communication among Refueling Terminal and refueling vehicles of CPC in Bandaranaike International Airport.

- There will be a pre-bid site visit and participation for pre-bid site visit is mandatory.
- The bidder shall be TRC (Telecommunications Regulatory Commission) registered vendor.
- Radio Transmission distance at least 2.5 km.
- The system and the frequencies shall not disturb the transmissions of Airport.
- Communicating frequency range shall be 400 MHz to 500 MHz and band width 12.5 kHz
- The offer shall be based on DMR standard
- The bidder shall provide 05 nos. customer contacts and feed backs of the installations done, during the bid submission for the bid evaluation.
- The Supplier shall obtain the necessary approvals of TRCSL including the providing frequency (CPC will assist in the approval procedure). Currently there is no TRCSL approved frequencies for CPC for this Radio Transmission System. Hence TRCSL approval for new frequencies for CPC and TRCSL approval for providing radio system are required to obtain. There should be at least 4 frequencies. Payments of the TRCSL will be paid by CPC for purchasing or allocating of frequencies and licences of TRC.
- The supplier shall be an authorized local agent of the model and the copies of necessary proof documents shall be submitted with the bid.
- The supplier shall have the after sales service providing facility including repair and maintenance with fully equipped workshop facility and the supplier shall maintain a sufficient spare part stock locally. The copies of confirmation documents shall be submitted with the bid.
- The supply shall supply and install the necessary radio antennas and necessary equipment at CPC premises of Bandaranaike International Airport BIA and all the cost shall be included in the bid.
- There shall be previous experiences in supplying base stations and intrinsically safe radio sets. Previous experiences of radio transmission systems shall be submitted during bid submission and this will be considered for the bid evaluation.
- User manuals and catalogs of Radio base station and mobile radio sets shall be provided.
- Programming kit shall be provided.
- The system commissioning and training for CPC staff shall be provided by the contractor.
- The contractor shall demonstrate the facility capability with the distances as well prior to handover.
- Installation shall have one year defect liability period.
- Warranty shall be valid after the commissioning of the system

#### 4. SCHEDULE OF PRICES

	Item	Unit Price Rs.	Total Rs.
1.	Supply & Installation of Base radio station & 10 Nos. Mobile radio sets inclusive all necessary services, documents, installations and trainings (Price breakdown to be provided)		
	<b>Sub Total 1</b>		
	<b>2.5% S.S.C.L.</b>		
	<b>Sub Total 2</b>		
	<b>18% VAT</b>		
	<b>Grand Total</b>		

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,  
1<sup>st</sup> 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 and Conditions of contract, Technical Specification for “Supply and Installation of Base Radio Station and 10 Nos. of Mobile Radio Sets for the Aviation Refuelling Katunayake for the Communication Purposes in Refueling Operations and Maintenance Works in Airport Aprons, CPC Fuel Farm and Rail Tank Wagon Unloading Station”, we offer to complete the whole of said services 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 Technical specifications 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, Technical specifications and Performance security.

A-7 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 and Installation of Base Radio Station and 10 Nos. of Mobile Radio Sets for the Aviation Refuelling Katunayake for the Communication Purposes in Refueling Operations and Maintenance Works in Airport Aprons, CPC Fuel Farm and Rail Tank Wagon Unloading Stations” 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 of .....2025.

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 : .....  
.....  
.....

**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)]

## **Form of Agreement**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2025, 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 Mwt., 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 "Agent" 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 "Supply and Installation of Base Radio Station and 10 Nos. of Mobile Radio Sets for the Aviation Refuelling Katunayake for the Communication Purposes in Refueling Operations and Maintenance Works in Airport Aprons, CPC Fuel Farm and Rail Tank Wagon Unloading Station" should be supplied by the Contractor, and has accepted a Bids by the Contractor for the supply of such equipment, and the remedying of any defects therein.

The CPC and the Agent agree, as follows: -

In the Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and Agent's scope of work hereinafter referred to.

The following documents shall be deemed to form and be read and construed as a part of this Agreement.

- Letter of Acceptance dated \_\_\_\_\_.
- The Technical Specifications
- The Bid dated \_\_\_\_\_.
- The Conditions of Contract
- The Completed Schedules and
- The Agent's Proposal

In consideration of the payments to be made by the CPC to the Agent as hereinafter mentioned, the Agent 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.

The CPC hereby covenants to pay the Agent in consideration of the Supply and the remedying of defects therein, the agreed Price or such other sum as may become payable under the provisions of the Agreement the times and in the manner prescribed by the Agreement.

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 Contractor	
In the presence of		In the presence of	
Name		Name	
Signature		Signature	
Address		Address	

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 Contractor") has entered into Contract No.  
.....[reference number of the contract] dated  
.....with 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 Contractor, 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 ....., 2025  
*[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)]