



CEYLON PETROLEUM CORPORATION

**SUPPLY OF 07 NOS. HEAVY DUTY
PHOTOCOPY MACHINES**

B/34/2025

BIDDING DOCUMENT

2025

CEYLON PETROLEUM CORPORATION

Supply of 07 Nos. Heavy Duty Photocopy Machines

Invitation to Bid

B/34/2025

Ceylon Petroleum Corporation (CPC) at No. 609, Dr. Danister De Silva Mawatha, Colombo 09, Sri Lanka, will receive sealed Bid for the Supply of 07 Nos. Heavy Duty Photocopy Machines from interested bidders.

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

MINISTRY OF ENERGY

CEYLON PETROLEUM CORPORATION

BID FOR THE “SUPPLY OF 07 NOS. HEAVY DUTY PHOTOCOPY MACHINES”

B/34/2025

The Chairman, Departmental Procurement Committee on behalf of Ceylon Petroleum Corporation (CPC) invites sealed bids from eligible suppliers for the “Supply of 07 Nos. Heavy Duty Photocopy Machines”.

To be eligible for awarding the Contract, the successful bidder shall not have been blacklisted and shall have complied with the eligibility and qualification criteria stated in the Bidding Document.

Bidding Documents can be obtained on working days between **0900 hrs. to 1500 hrs. up to 23.09.2025** from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 01st Floor, No.609, Dr. Danister De Silva Mawatha, Colombo 09 after payment of non-refundable fee of Rs. 2,000.00 (Rs. 1,653.58 + 2.5% SSCL+ 18% VAT) to CPC.

All Bids should be accompanied by a Bid Security amounts to Rs. 50,000.00.

The Bid will be **closed at 1400 hrs. on 24.09.2025** and opened at the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation at the address given below, immediately after the closing time of the Bid. Bidders or their authorized representatives may present at the opening of the Bid.

Chairman,
Departmental Procurement Committee,
C/o Manager (Procurement & Stores),
Procurement & Stores Function,
Ceylon Petroleum Corporation,
1st Floor, No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.
Tel. 011 7296336, Fax – 011 2106769

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1. INSTRUCTIONS TO BIDDERS

1.1 Introduction

The Ceylon Petroleum Corporation (CPC) is calling sealed Bids from Manufactures & Suppliers in Sri Lanka for Supply of 07 Nos. Heavy Duty Digital Copiers.

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 Schedule of Prices
- 1.2.5 Form of Bid (Annex - A)
- 1.2.6 Format of Bid Security Guarantee (Annex - B)
- 1.2.7 Form of Agreement (Annex - C)
- 1.2.8 Format of Performance Guarantee (Annex - D)

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.

	Required Documents
i.	The offered brand of computers, Notebooks, etc. should have sold in the market minimum of 10 years after obtaining the brand name/trademark registration. The bidder should provide documentary evidence to support this clause
ii.	Bidder should have minimum Three years (3) experience of selling and servicing the same brand in the local market.
iii.	Manufacturers certified authorization to quote for Sales and Maintenance of the particular brand of items. Appoint the bidder as the accredited agent and certificate of appointment of the bidder as the accredited agent and to quote for sales and maintenance of the quoted items.
iv.	Business Registration Certificate of the Company.
v.	Brand Name and the Country of Manufacturer of the items offered. The Manufacturer should have ISO 9001:2000 certificate
vi.	Every Bidder should specify the conditions of warranty offered on time basis
vii.	Detailed Technical Specifications and literature by the Original Manufacturer pertaining to the items offered in printed form
viii.	Schedule of Prices duly completed and signed
ix	Form of Bid (Annex A) duly completed and signed
x	Form of Bid Security Guarantee (Annex B)
xi	Duly completed forms (Technical Specifications to be filled by the Bidder)

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 OF 07 NOS. HEAVY DUTY DIGITAL COPIERS**" (The Invitation to Bid title) on the top left hand corner and the statement, "**DO NOT OPEN BEFORE 1400 hrs on 24.09.2025** (to be completed with the time and date specified in the Bidding Document.

Manager (Procurement & Stores),
Procurement & Stores Function,
1st 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 Forty Nine (49) days (i.e. up to 11.11.2025)** 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 24.09.2025**.

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 24.09.2025** 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 Rupees Fifty Thousand (**Rs. 50,000.00**) only.

The Bid Security Guarantee should be valid for Seventy Seven (77) days (i.e. upto 09.12.2025) 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 Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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 delivery date which should be within **06 weeks** as per clause 2.3 of COC.

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 D.

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 Warranty Conditions

The successful Bidder should give a Manufactures on site Warranty for minimum two (02) years from the date of delivery.

2.3 Delivery Period

Period of delivery shall be **06 weeks** from the date of confirmation of the order.

2.4 Mode of Payment

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

2.5 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.

2.6 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 SPECIFICATION.

Technical Specification for monochrome Heavy Duty Digital Copier

Specifications	Technical Requirement	Bidders Respond
Make	Specify	
Model	Specify	
Type	Specify	
Manufacturing Year	Specify	
Country of Origin \ Manufacturing	Specify	
Print Technology	Laser Technology	
Control Panel	Minimum 6.5 inch above Touch Pannel	
Warm up time	less than 30 Sec.	
Copy Resolution	Min 600 x 600 dpi	
Print Resolution	Min 1200 x 1200 dpi	
Hard Disk Capacity	Min 250GB or above	
Hard Disk Locking facility	should Available	
Memory	Min 4GB or Above	
Print speed	Min A 4 - B & C 25 ppm Min A 3 - B & C 20 ppm	
Max Print Size	A3	
Max Scan Size	A3	
Paper Trays & Capacity	Min. 2 Trays with 500 Pages per tray	
Paper Trays	Universal	
By pass tray	Minimum 100 Sheets	
Duplex printing	Yes with Automatic	
Automatic Doc printer	Yes	
Reverse Automatic Doc. Feeder with Document Capacity	100 Sheet	
Continuous Copy	up to 999	
Zoom Facility	25% - 400% 1% Increment	
N.I.C	1000 Base T	
Cloud, Secure printing	Must be Available	
Booklet Printing ,Envelope & Copying	Must be Available	
Scanning Facility	Scan to Cloud, Email, FTP, Mail Box,	
Scanning Format	PDF, TIFF, JPEG	
USB printing	Should Support	
Password Facility	Minimum 100 user ID's	
Confidential Printing	Should Support	
Job reservation	Min 10	
Remote Access	Ability to Monitor Through Network	
Toner Unit Price	Tonner price - Black	
Drum Unit Price	Drum price - Black	

Drum Yeild	Drum Yield - Black	
Developer Unit Price	Specify	
Developer Yield	Developer Yield (Specify)	
Waste Tonner Capacity	Specify	
Cost Per Page :	Cost Per Page : For the First 250,000 Copies For the Second 250,000 Copies	
Other Repair parts Cost & Yield	Specify	
Stand	with Wheels	
Warranty	Manufactures onsite Warranty for Minimum Two (2) year. Pl. Mention the Extended Warranty	
Manuals	Driver CD(s) for Printer	Yes
OS Compatibility	Windows 10/11 and Mac.	Yes
Delivery Period	6 Weeks	Yes
Taxes	Specify	Yes VAT
Unit Price Rs.		
Authorization	Bidder should provide Manufacturer authorization letter, of an internationally Reputed Brand. (If above letter not attached, CPC treat offer as non-responsive.)	
ISO Certification	Bidder Should provide manufactures' ISO certification. (If manufacturer ISO Certification not attached CPC treat offer as non-responsive & If Bidder provide ISO certification, CPC Concern it's an added qualification to Bid)	
Selling Experience	Provide proof of at least 10 years of experience in supplying printer and Copiers to government or private institutions in Sri Lanka.	
Service & Maintenance	2 preventive maintenance services per year during the warranty period.	
Spare Availability	Bidder Should Agree to Maintain spare parts inventory for 5 year Period to Quoted Product	
Workshop Facilities	Bidder should have well established work shop with tec. staff. And Vendor should have the direct access to manufacturer spare part depot resolution time	
Response & Resolving Time	To be responded with in 4 Hrs. & To be resolved within 24 hrs. If not solved with in 24 hrs. Similar equipment to be provided on loan. (If Bidder does not provide their service according to the agreement, it can effect feature evaluations/Decisions of CPC.)	

Technical Specification for Colour Heavy Duty Digital Copier

Specifications	Technical Requirement	Bidders Respond
Make	Specify	
Model	Specify	
Type	Specify	
Manufacturing Year	Specify	
Country of Origin	Specify	
Print Technology	Digital	
Control Panel	Minimum 10 inch Touch Panel	
Warm up time	Max 30Sec.	
Print Resolution	Min 1200 x 1200 dpi	
Hard Disk Capacity	Min 250GB	
Hard Disk Locking facility	should Available	
Memory	Min 2GB or Above	
Print speed	A 4 - B & C 20 ppm A 3 - B & C 15 ppm	
Max Print Size	A3	
Max Scan Size	A3	
Paper Trays & Capacity	Min. 2 Trays with 500 Pages per tray	
Paper Trays	Universal	
By pass tray	Minimum 100 Sheets	
Duplex printing	Yes with Automatic	
Reverse Automatic Doc. Feeder	Yes	
Reverse Automatic Doc. Feeder with Document Capacity	100 Sheet	
Continuous Copy	up to 999	
Zoom Facility	25% - 400% 1% Increment	
N.I.C	1000 Base T	
Wireless	Optional	
Electronic Sorting	should Available	
Cloud printing	Must be Available	
Secure Printing	Must be Available	
Booklet Printing & Copying	should Available	
Envelope Printing	should Available	
Scanning Facility	Scan to Cloud, Email, FTP, Mail Box,	
Scanning Format	PDF, TIFF, JPEG	
USB printing	Should Support	
Password Facility	Minimum 100 user ID's	
Confidential Printing	Should Support	
Job reservation	Min 10	
Remote Access	Ability to Monitor Through Network	
Toner Unit Price	Tonner price - Black Tonner price - Colour	
Toner Yeild at 6% (A4)	Tonner Yield - Black Tonner Yield - Colour	

Drum Unit Price	Drum price - Black Drum price - Colour	
Drum Yield	Drum Yield - Black Drum Yield - Colour	
Developer Unit Price	Specify	
Developer Yield	Developer Yield (Specify)	
Waste Tonner Capacity	Specify	
Cost Per Page :	Cost Per Page : For the First 250,000 Copies For the Second 250,000 Copies	
Other Repair parts Cost & Yield	Specify	
Stand	with Wheels	
Warranty	Manufactures onsite Warranty for Minimum Two (2) year. Pl. Mention the Extended Warranty	
Manuals	Driver CD(s) for Printer	Yes
OS Compatibility	Windows 10/11 and Mac.	Yes
Delivery Period	6 Weeks	Yes
Taxes	Specify	Yes VAT
Unit Price Rs.		
Authorization	should provide Manufacturer authorization letter, of an nationally Reputed Brand. (If above letter not attached, CPC treat offer as non-responsive.)	
ISO Certification	Bidder Should provide manufactures' ISO certification. (If manufacturer ISO Certification not attached CPC treat offer as non-responsive & If Bidder provide ISO certification, CPC Concern it's an added qualification to Bid)	
Selling Experience	Provide proof of at least 10 years of experience in supplying printer and Copiers to government or private institutions in Sri Lanka.	
Service & Maintenance	2 preventive maintenance services per year during the warranty period.	
Spare Availability	Bidder Should Agree to Maintain spare parts inventory for 5 year Period to Quoted Product	
Workshop Facilities	Bidder should have well established workshop with tec. staff. And Vendor should have the direct access to manufacturer spare part depot resolution time	
Response & Resolving Time	To be responded with in 4 Hrs. & To be resolved within 24 hrs. If not solved with in 24 hrs. Similar equipment to be provided on loan. (If Bidder does not provide their service according to the agreement, it can effect feature evaluations/Decisions of CPC.)	

4. SCHEDULE OF PRICES

	Item	Qty.	Unit Price (Rs.)	Total (Rs.)
1.	Monochrome Heavy Duty Digital Copier	06 Nos.		
2.	Colour Heavy Duty Digital Copier	01 No.		
	Discount			
	Sub Total - 1			
	2.5% S.S.C.L.			
	Sub Total - 2			
	18% VAT			
	Grand Total			

1) Grand Total in Words :

2) Name of Bidder :

3) Address :

.....
.....

4) Signature of Bidder :

5) VAT Registration No. :

6) Tel/Fax/Email :

Company Seal :

Date :

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 and Technical Specification for Supply of 07 Nos. Heavy Duty Digital Copiers, 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 **Forty Nine (49) 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 affirm that the said items will be delivered **06 weeks** 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 07 Nos. Heavy Duty Digital Copiers, 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 of2025.

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 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 "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 Works known as the should be supplied by the supplier, and has accepted a Bid by the supplier for the supply of such equipment, and the remedying of any defects therein.

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 Contractor's 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.
 - Letter of Acceptance dated _____
 - The Technical specifications
 - The Bid dated-----
 - The Conditions of Contract
 - The Completed schedules and

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.

The CPC hereby covenants to pay the Supplier in consideration of the Supply 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 CPC		Authorized Signature of the Supplier	
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] 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 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 theday 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)]