



CEYLON PETROLEUM CORPORATION

SUPPLY OF 09 NOS. OBSTRUCTION LIGHTS FOR HOSES

B/49/2025

BIDDING DOCUMENT

INVITATION FOR BIDS

CEYLON PETROLEUM CORPORATION

SUPPLY OF 09 NOS. OBSTRUCTION LIGHTS FOR HOSES

B/49 /2025

The Chairman, Departmental Procurement Committee on behalf of Ceylon Petroleum Corporation (CPC) invites sealed bids from manufacturers or their authorized Local Agents for the supply of 09 Nos. Obstruction Lights for Hoses.

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 06.11.2025 from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st. Floor, No. 609, Dr. Danister De Silva Mwt., Colombo 09, on a written request, or download from CPC website, i.e - <http://ceypetco.gov.lk/public-tenders/> after payment of non-refundable fee of Rs. 2,000.00 (Rs. 1,653.58 + 2.5% SSCL + 18% VAT per set).

The Bid will be **closed at 1400 hrs. on 07.11.2025** 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),
Ceylon Petroleum Corporation,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09,
Sri Lanka.
Tele : 0094-11-7296336
E-mail : supplies@ceypetco.gov.lk

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1 INSTRUCTION TO BIDDERS (ITB)

1.1 Introduction

- 1.1.1. The Chairman, Departmental Procurement Committee (DPC), Ceylon Petroleum Corporation (CPC) will receive sealed Bids from authorized interested bidders in Sri Lanka for the contract “Supply of 09 Nos. Obstruction Lights for Hoses”.

1.2 Issuing of Bidding Documents

- 1.2.1 Bidding documents can be obtained on working days between 0900 hrs. to 1500 hrs. up to 06.11.2025 from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st. Floor, No. 609, Dr. Danister De Silva Mwt., Colombo 09, on a written request, or download from CPC website, i.e - <http://ceypetco.gov.lk/public-tenders/> after of non-refundable fee of Rs. 2,000.00 (Rs. 1,653.58 + 2.5% SSCL + 18% VAT per set) Bidding Document will consist of the followings:

1. Invitation to Bidders
2. Instructions to Bidders (ITB)
3. Conditions of Contract (COC)
4. Technical Specifications
5. Schedule of Prices
6. Form of Bid
7. Format for Bid Security Guarantee
8. Form of Agreement
9. Format for Performance Guarantee

1.3 Documents to accompany the Bid

- 1.3.1 All Bids should contain adequate particulars in respect of the items offered.

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

- Past experience – Bidders should forward past service records for the last three (03) Years.
- Schedule of Price duly completed and signed
- Form of Bid (Annex A) duly completed and signed

1.4 Sealing and marking of Bids

- 1.4.1 Bids shall be submitted in duplicates as per the conditions specified in this Bidding document. The original and the duplicate of the Bid should be placed in separate envelopes marked 'ORIGINAL' and 'DUPLICATE'. Both envelopes should be enclosed in one securely sealed cover, which should be marked "Bid for the supply of 09 Nos. Obstruction Lights for Hoses" (the Invitation to Bid title) on the top left hand corner and the statement, “DO NOT OPEN BEFORE 1400 hrs. on 07.11.2025 (to be completed with the time and date specified in the Bidding document) and shall be addressed to:

Chairman,
Departmental Procurement Committee,
c/o Procurement & Stores Function,

Ceylon Petroleum Corporation,
1st Floor,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.
Tel: 011-7296336

- 1.4.2 If the outer envelope is not sealed and marked as required above, the CPC will assume no responsibility for the Bid's 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.

1.5 Period of validity of Bids

- 1.5.1 All offers shall be valid for a minimum period of **Forty Nine (49)** days from the closing date of the Bid (i.e. 26.12.2025). 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.

1.6 Format and Signing of Bids

- 1.6.1 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 initialled by the person(s) signing the Bid.
- 1.6.2 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

- 1.7.1 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 ITB 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. Copies of the CPC's response will be sent to all prospective Bidders within Three (03) days prior to the closing of the Bid who have collected Bidding documents.

1.8 Deadline for Submission of Bids

- 1.8.1 Chairman, Procurement Committee, CPC must receive Bids at the address specified under ITB Clause 1.4 not later than the time and date stipulated in clause 1.11.
- 1.8.2 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.

1.9 Late Bids

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

1.10 Modification, Substitution & Withdrawal of Bid

1.10.1 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.

1.10.2 The Bidder's modifications shall be prepared, sealed, marked and despatched as follows:

1.10.3 A Bidder wishing to withdraw his Bid, shall notify the CPC in writing prior to the deadline prescribed for the submission of Bid. 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 Bid. The notice of withdrawal shall be addressed to the address given in ITB clause 1.4, bearing the Bid name and the words "BID WITHDRAWAL NOTICE". Bid withdrawal notices received after the deadline for submission of Bid will be ignored, and the submitted Bid will be deemed to be valid.

1.11 Closing of Bids

1.11.1 Bid, sealed and addressed as aforesaid, shall be sent under Registered Cover to reach to the address given in ITB clause 1.5, not later than 1400 hrs. Sri Lanka local time on 07.11.2025. If the Bidders or their representatives choose not to send their Bid under Registered Cover, they could deposit such Bids in the Tender 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.

1.12 Opening of Bids by CPC

1.12.1 Bid will be opened immediately after the closing date and time fixed for receipt of Bid, at the address given above or such other place as arranged if the Manager (Procurement & Stores)'s office is not available.

1.13 Bid Security Guarantee

1.13.1 Each Bid shall be accompanied by a Bid Security Guarantee, 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 Guarantee issued by a Licensed commercial Bank in Sri Lanka or a foreign bank with the guarantee confirmed by a Licensed commercial bank operating in Sri Lanka, and approved by the Central Bank of Sri Lanka and payable to the CPC on demand in a sum of Sri Lankan Rupees Forty Five Thousand (Rs. 45,000.00) only.

1.13.2 The Bid Security Guarantee should be valid for **Seventy Seven (77)** from the date of closing of Bid. (i.e. 22.01.2026) A format of Bid Security Guarantee is attached in Annexure "B".

1.13.3 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.

1.13.4 Bid Security Guarantee from unsuccessful Bidders will be returned to them after the award is made to the successful Bidder. The Bid Security Guarantee of the successful Bidder will be returned only after receipt of the Performance Guarantee.

1.14 Schedule of Prices

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

1.15 Preliminary Examination of Bid

1.15.1 The CPC will examine the Bid 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 Bidder.

1.15.2 The request for clarification and the response shall be in writing within two weeks from the clarifications and no change in the price or substance of the Bid shall be sought, offered or permitted.

1.16 Corrections of Errors

1.16.1 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:

- i. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- ii. 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.
- iii. 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.
- iv. 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.
- v. If the bidder does not accept the corrected amount of bid, its bid shall be rejected and the bid security shall be forfeited.

1.17 Evaluation of Bids:

1.17.1 The 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.

1.17.2 The evaluation methodology will comprise:

Technical requirements:

Specifications and supporting technical catalogues in compliance with Technical Specifications of this Bidding document including the information / details requested Under Clause 1.3 of ITB.

Financial Evaluation of Bid

The comparison of the delivered to Colombo price for the Obstruction Lights for Hoses together with the local agency commission (if any) will be evaluated.

1.17.3 In addition to the Bid prices indicated in the schedule, the following factors will also be considered in the evaluation.

- ✓ Quality & durability of the offered product
- ✓ Past supply records of the offered makes of supply of 09 Nos. Obstruction Lights for Hoses
- ✓ Delivery Schedule
- ✓ Availability of After Sales Services.

1.18 Procurement Committee's right to accept or reject any or all Bid

1.18.1 The Procurement Committee will not be bound to make the award to the Bidder submitting the lowest offer.

1.18.2 The Procurement Committee reserves the right to reject any or all Bid or any part thereof, without adducing any reasons. The 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.

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

1.19 Award Criteria

1.19.1 Subject to ITB Clause 1.17 the Procurement Committee will award this contract for supply of 09 Nos. Obstruction Lights for Hoses 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.

1.19.2 The successful Bidder/s will be called upon to Supply to CPC, supply of 09 Nos. Obstruction Lights for Hoses conforming to period of delivery as per clause 2.3 of COC. 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 (COC)

2.1 Performance Guarantee

- 2.1.1 The successful Bidder, on being notified by CPC of the acceptance of his Bid, shall furnish at his own expense a Performance Security, within fourteen (14) days of such notification issued by a licensed commercial Bank in Sri Lanka or a foreign bank with the guarantee confirmed by a commercial bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka and payable to the CPC on demand in a sum equivalent to 10% of the total Bid value of the accepted Bid. The Performance Security shall be substantially in the format given in Annex D.
- 2.1.2 If the successful Bidder, fails to furnish the Performance Guarantee as 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.
- 2.1.3 The successful Bidder, in the event of his failure to furnish the Performance Guarantee 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 Guarantee shall be forfeited.
- 2.1.4 The Performance Guarantee shall be in favour of the CPC, and shall be valid for a period not less than Ninety (90) days from the date of anticipated final delivery.

2.2 Mode of Payment

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

2.3 Delivery Period

- 2.3.1 Goods should be delivered to CPC within one (01) month from the date of order confirmation

2.4 Delays in Delivery

- 2.4.1 Where the Supplier does not deliver the 09 Nos. Obstruction Lights for Hoses in due time, in accordance with the stipulated and agreed dates of delivery, as given in the Bidding Document, the Ceylon Petroleum Corporation, will have the right to make suitable alternate arrangements for the required supplies. Delays for reasons beyond the Supplier's control which is acceptable to CPC, such situations will be dealt accordingly.

2.5 Defaults by Successful Bidder

- 2.5.1 If the successful Bidder, defaults in the supply or otherwise commits a breach of any of the provisions in the Contract with CPC for the supply of 09 Nos. Obstruction Lights for Hoses according to the Technical Specifications, he shall be liable to pay to CPC, all losses, damages and expenses incurred by CPC, in consequence of such default or breach.
- 2.5.2 Bidders shall 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, Annexure - 'A' is attached.

2.6 Liquidated Damages

2.6.1 Liquidated damages amounts to Rs. 500.00 will be levied per each day delayed beyond the period of delivery specified in the contract.

2.7 Force Majeure

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

2.8 Arbitration

2.8.1 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.

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

2.9 Termination

2.9.1 The Purchaser may at any time terminate the contract by giving written notice to the supplier, if the supplier breach of any of the provisions in the contract with CPC for the supply of 09 Nos. Obstruction Lights or becomes bankrupt or otherwise insolvent. In this event, termination will be done without compensation to the Supplier, provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

2.10 Governing Law

2.10.1 The law of the Democratic Socialist Republic of Sri Lanka is applicable.

3 TECHNICAL SPECIFICATIONS

Item : Obstruction Light (Anti Corrosive Aluminium Alloy Body) for 24", 20" and 16" inner Dia. Floating Hose

Qty. : 3 each (i.e. 24"x 3, 20"x 3 & 16"x 3)

Specifications: (See attached drawing)

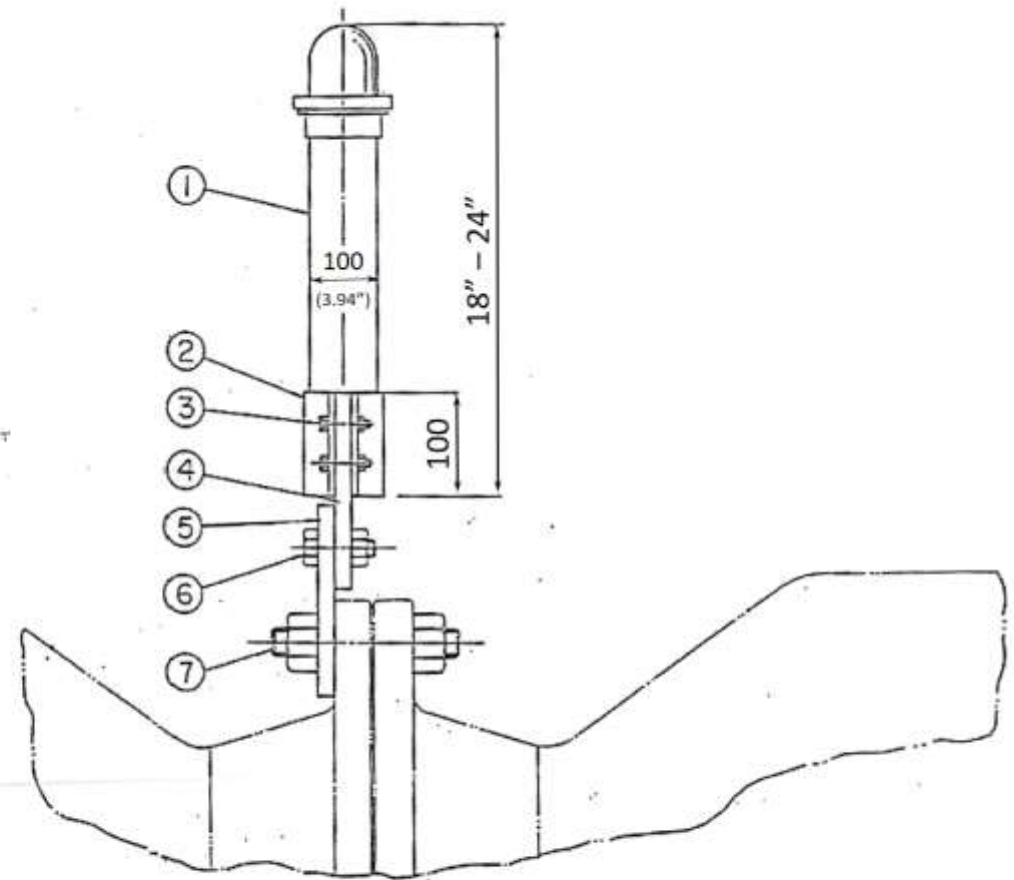
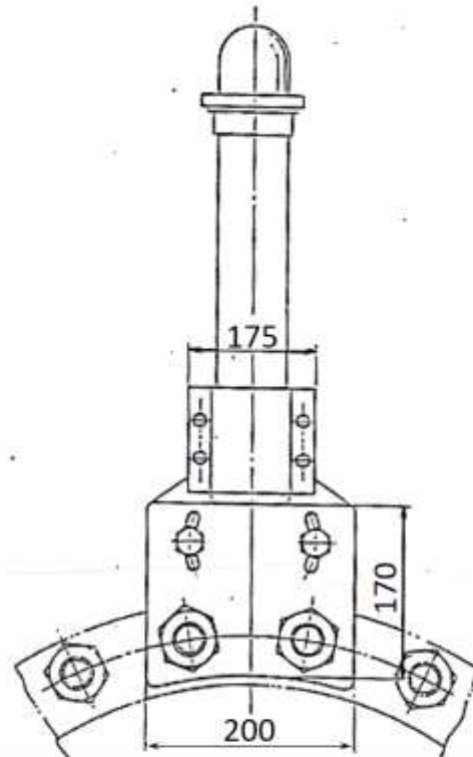
Height (Overall)	: Minimum 18" - Maximum 24"
Weight	: Less Than 20 Kg
Body	: Anti-Corrosive Aluminium Alloy suitable for marine service (ASTM B 928 or eq.)
Stand & Cover	: Galvanized Rolled Steel, JIS G 3101 SS 41
Stand Fixing Bolts	: Stainless Steel 316
Body Colour	: Yellow
Bulb	: Tungsten Filament
Light & Lens Colour	: Clear White
Optical Range	: Not less than 7.5 km (when atmospheric transmissivity factor = 0.85)
Flasher	: Solid State with Sun switch
Flasher Frequency	: Every 4 Sec. (0.5 Sec. On + 3.5 Sec. Off)
Bulb Life	: 06 Months (above 500 Hrs.)
Power Source	: Alkaline Dry Cell or Solar Chargeable
Battery Pack Life	: At least 03 months

Comprehensive Warranty Period: 1 year (minimum)

Obstruction light should be able to fix to the hose flanges (ANSI 150#) on upright position and should withstand environmental conditions of rough sea conditions. Battery pack, bulb & operations unit should be protected from seawater.

Technical Compliance Sheet

Item	Specification	CPC Requirement	Bidder's Response
1	Height (Overall)	Minimum 18" - Maximum 24	
2	Weight	Less Than 20 Kg	
3	Body	Anti-Corrosive Aluminium Alloy suitable for marine service (ASTM B 928 or eq.)	
4	Stand & Cover	Galvanized Rolled Steel, JIS G 3101 SS 41	
5	Stand Fixing Bolts	Stainless Steel 316	
6	Body Colour	Yellow	
7	Bulb	Tungsten Filament	
8	Light & Lens Colour	Clear White	
9	Optical Range	Not less than 7.5 km (when atmospheric transmissivity factor = 0.85)	
10	Flasher	Solid State with Sun switch	
11	Flasher Frequency	Every 4 Sec. (0.5 Sec. On + 3.5 Sec. Off)	
12	Bulb Life	06 Months (above 500 Hrs.)	
13	Power Source	Alkaline Dry Cell or Solar Chargeable	
14	Battery Pack Life	At least 03 months	
15	Comprehensive Warranty Period	1 year (minimum)	



7	CONNECTING BOLT	ALLOY STEEL, ASTM A 193 GR. B7 & ASTM A 194 GR. 2H
6	STAND FIXING BOLT	STAINLESS STEEL 316 SS
5	STAND	GALVANIZED ROLLED STEEL, JIS G 3101 SS41
4	STAND	GALVANIZED ROLLED STEEL, JIS G 3101 SS41
3	STAND FITTING BOLT	STAINLESS STEEL 316 SS
2	STAND COVER	GALVANIZED ROLLED STEEL, JIS G 3101 SS41
1	WINKER LIGHT	ANTI-CORROSIVE ALUMINUM ALLOY (ASTM B 928 or eq.)
NO.	NAME	MATERIAL

OBSTRUCTION LIGHT
(Winker Light)
(FOR ANSI 150# FLANGES)

SCHEDULE OF PRICES

NO	ITEM DESCRIPTION	QTY	UNIT	RATE (LKR)	AMOUNT (LKR)
1	Obstruction Light for 16" Hose	3	Nos.		
2	Obstruction Light for 20" Hose	3	Nos.		
3	Obstruction Light for 24" Hose	3	Nos.		
	Sub Total				
	Less: Discount (if any)				
	Sub Total II				
	Add 2.5% SSCL				
	Sub Total III				
	Add: VAT (...%)				
	Grand Total				

Grand Total in Words :

.....

Name of Bidder :

Address :

.....

.....

Signature of Bidder :

Company Seal : Date :

ANNEXURE-A: FORM OF BID

To: The Chairman
Procurement Committee,
Ceylon Petroleum Corporation
1st Floor,
No. 609, Dr. Danister De Silva Mwt.,
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 the Supply of 09 Nos. Obstruction Light for Hoses. 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 Bid 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 Guarantee.
- A-7 We affirm that the said items will be delivered within two (02) months after we receive notice of acceptance of our Bid. (Order Confirmation)

A-8 We offer the lump sum fixed price of (foreign cost in figures)
 (in words)..... or lump sum fixed price of (in
 Sri Lankan Rupees) (in words)
 for supply of 09 Nos. Obstruction
 Light for Hoses to CPC 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 in the capacity of
 duly authorized to sign Bid for
 and on behalf of and on behalf of:

Signature

Name

Address

Witnesses:

1. Signature: 2. Signature:

Name:

Name:

Address :

Address:

ANNEXURE-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 Security, 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 Security 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)]

ANNEXURE-C: 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 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 “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 “supply of 09 Nos. Obstruction Light for Hoses” shall be supplied by the Contractor, and has accepted a Bid 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**
- **Particular Conditions**
- **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 Contract 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 Agent	
<u>In the presence of</u>		<u>In the presence of</u>	
Name		Name	
Signature		Signature	
Address		Address	

ANNEXURE- D: FORMAT OF 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....., 20.... [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)]