

**DEMOCRATIC SOCIALIST REPUBLIC OF  
SRI LANKA**



**UVA WELLASSA UNIVERSITY**

**REQUEST PROPOSAL FOR EXPANDING THE AVAILABLE WIRELESS  
LOCAL AREA NETWORK OF THE UVA WELLASSA UNIVERSITY**

**UWU/G/NCB/17/08**

**BIDDING DOCUMENT**

<b>Bid Opening On</b>	23 <sup>rd</sup> October 2017 - 2.00 p.m.
<b>Bid Validity up to</b>	91 days from 23 <sup>rd</sup> October 2017

Uva Wellassa University  
Passara Road,  
Badulla,  
Sri Lanka.

## CONTENTS

<b>Content</b>	<b>Page Nos.</b>
<b>Invitation for Bids</b>	03
Scope of Work	04 – 05
Section I: Instructions to Bidders (ITB)	06
Section II: Bidding Data Sheet (BDS)	06 – 07
Section III: Evaluation and Qualification Criteria	08 – 09
Section IV: Bidding Forms	10
<b>Form of Bid</b>	10
<b>Price Schedule</b>	11
<b>Bid security form</b>	12
<b>Manufacturer Authorization</b>	13
Section V: Schedule of Requirements	14
<b>List of goods and delivery schedule</b>	14
Section VI: Conditions of Contract (CC)	15
Section VII: Contract Data	15
Section VIII: Contract Forms	16
<b>Contract Agreement</b>	16 – 17
<b>Performance Security</b>	18

# UVA WELLASSA UNIVERSITY INVITATION FOR BIDS



## REQUEST PROPOSAL FOR EXPANDING THE AVAILABLE WIRELESS LOCAL AREA NETWORK OF THE UVA WELLASSA UNIVERSITY

UWU/G/NCB/17/08

The Chairman, Department Procurement Committee, on behalf of the Uva Wellassa University, invites sealed bids proposal from eligible bidders and qualified bidders for **Expanding the Available Wireless Local Area Network of the Uva Wellassa University**

1. Bidding will be conducted through the National Competitive Bidding (NCB) procedure.
2. Bidder should have at least three years' experience in the relevant field in Sri Lanka.
3. Interested eligible bidders may obtain further information from the Deputy Bursar / Stores & Supplies, Uva Wellassa University, Passara Road, Badulla, (Tel. No: 055-2226475, Fax No: 055-2226633), and inspect the bidding documents at the Suppliers Division of the University between 9.00 am to 3.30 pm from **25<sup>th</sup> September 2017 to 23<sup>rd</sup> October 2017**.
4. A complete set of bidding documents in English may be purchased by interested bidders on submission of a written application to the Deputy Bursar / Stores & Supplies Uva Wellassa University, Passara Road, Badulla and upon payment of a non-refundable fee of Rupees 4,000/= in cash at the Shroff Counter of the University. The bidder can also download the bidding documents from the University website [www.uwu.ac.lk](http://www.uwu.ac.lk). Those who are obtaining bidding documents from the University website should submit the complete documents along with a Bank Draft drawn in favor of the "Vice Chancellor, Uva Wellassa University" for Rs. 4,000/= as non-refundable fee or the payments could be made to any branch of Bank of Ceylon, to the Uva Wellassa University, Account No: 3114820, and the cash receipt/deposit slip to be attached with the bidding documents. The documents may be purchased until **2.00 pm 23<sup>rd</sup> October 2017**.
5. Bids must be delivered to by addressing **Chairman, Department Procurement Committee, Uva Wellassa University, Passara Road, Badulla**, on or before **2.00 p.m. on 23<sup>rd</sup> October 2017**, please indicate the **"Request Proposal for Expanding the Available Wireless Local Area Network of the Uva Wellassa University - UWU/G/NCB/17/08"** on the top left hand corner of the envelope.
6. All bids must be accompanied by a Bid Security addressed to the **Chairman, Department Procurement Committee, Uva Wellassa University**, valid for 150 days from the date of the bid opening. The value of the Bid Security shall be **Rs. 40,000.00**
7. Pre Bid meeting will be held on **10<sup>th</sup> October 2017, 10.30am** in the Board Room of Uva Wellassa University.
8. The bids shall be deposited in the 'Tender Box' available in the Registrar's Office of the University, or sent under Registered Cover to be received before the deadline to the address given Clause No.5.
9. Late bids will be rejected. Bids will be opened immediately after the closing of bids, in the presence of the bidders or their authorized representatives who choose to attend the bid opening at the Board Room of the Uva Wellassa University.

Chairman,  
Department Procurement Committee,  
Uva Wellassa University,  
Passara Road,  
Badulla  
Tel/ Fax No: 055-2226475, 055-2226633

## Scope of Work

### Objective

The objective of the Uva Wellassa University Wireless expanding project is to build a robust wireless network to cover the Silver-Tips hostel, Corel Beauty hostel, Blue Sapphire hostel, Cattelya hostel and boost the Wi-Fi coverage in existing Wi-Fi system. This network will provide access to internet and intranet based network resources for students and staff from remote areas, using any kind of a portable device including laptops and mobile devices.

The suppliers will be required to do a feasibility study and submit a detailed proposal for the above solution and it should include technical, managerial and cost details.

### Solution Summary

#### **Task 1**

It is required to install separate point to point's wired links from nearest network point to following hostels. Each hostel should place the at least 8 ports manageable network switch and 650 VA UPS with wall mounted rack.

1. Silver Tips Hostel
2. Corel Beauty Hostel
3. Blue Shapphire Hostel
4. Cattelya hostel

#### **Task 2**

It is needed to setup Wi-Fi Hotspots on following locations to access the network using **Ruckus R500** access points.

1. SilverTips Hostel
2. Corel Beauty Hostel
3. Blue Shapphire Hostel
4. Cattelya hostel
5. Block F Ground floor / First Floor
6. VC Office / Senate Building Auditorium
7. Staff Development Center
8. Library Premises
9. Block E first floor right corner
10. Block D Basement
11. Language Lab
12. Admin Building Ground Floor

Fiber optic connections are available from server room to following buildings, therefore it is not required to setup separate network link for the following locations.

1. Block F Ground floor / First Floor
2. VC Office / Senate Building Auditorium
3. Staff Development Center
4. Library Premises
5. Block E first floor right corner
6. Block D Basement
7. Language Lab
8. Admin Building Ground Floor

### **Terms and Conditions**

- Suppliers will be required to supply all the equipment's & accessories.
- Suppliers will be required to complete entire cabling infrastructure including electrical and data wiring.
- Suppliers will be required to install necessary surge protections.
- Suppliers will be required to complete all installation, configurations and commissioning.
- **Ruckus R500** - Access Points should use for the Wi-Fi hotspots.
- Each Wi-Fi zone should support at least 100 concurrent users.
- Installed new Ruckus access points must be associated with the existing Ruckus ZD1200 wireless controller and the Vendor must provide all required licenses and subscriptions.
- Supplier must provide principle's warranty and professional services for all new access points for the period of 3 years.
- The warranty period of all passive equipment and devices should be of minimum 25 years and the warranty period of all active equipment and devices should be of minimum 3 years.
- Supplier should provide maintenance and support agreement details for the entire solution for next 5 years period. This should be included both principle's support and partner's support along with necessary licenses and annual subscriptions if available.
- Supplier should provide Ruckus's MAL (Manufacture's Authorization Letter)
- Supplier should provide MAL (Manufacture's Authorization Letter) for all other products, which will be proposed in this solution.
- Supplier must visit the site and should have a proper wireless site survey before the submission of the Tender.
- Supplier should propose optimal quantity of access points to facilitate stable and reliable wireless experience for end users for their web based applications.
- Internet link will be provided by the University.
- If it is needed the university will provide the server spaces.

## Section I. Instructions to Bidders (ITB)

This Bidding Document is based on the standard bidding document for National Competitive Bidding (NPA/Goods/SBD 01). Section I will not be provide with this bidding document. Bidders are instructed to refer the Section I of the standard bidding document (NPA/Goods/SBD 01). The document is available at the website of NPA, [www.npa.gov.lk](http://www.npa.gov.lk)

## Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

[Instructions for completing the Bid Data Sheet are provided, as needed, in the relevant ITB Clauses.]

<b>ITB Clause Reference</b>	<b>A. General</b>
<b>ITB 1.1</b>	The Purchaser is: <b>Uva Wellassa University</b>
<b>ITB 1.1</b>	The name and identification number of the Contract are: <b>“Request Proposal for Expanding the Available Wireless Local Area Network of the Uva Wellassa University”</b> <b>Contract No: UWU/G/NCB/17/08</b>
<b>ITB 1.2</b>	The bidder should have at least three years’ experience in the relevant industry in Sri Lanka and should submit documents to prove experience in the industry.
<b>ITB 2.1</b>	The source of funding is: <b>GOSL</b>
<b>ITB 4.4</b>	Foreign bidders are allowed to participate in bidding: <b>Not allowed</b>
	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	For Clarification of bid purposes only, the Purchaser’s address is: Attention: <b>Deputy Bursar/Stores &amp; Supplies</b> Address: Uva Wellassa University, Passara Road, Badulla. Telephone: 055-2226475 Electronic mail : <a href="mailto:uwu.p15@gmail.com">uwu.p15@gmail.com</a>
	<b>C. Preparation of Bids</b>
<b>ITB 11.1 (e)</b>	The Bidder shall submit the following additional documents: <b>A complete company profile of the bidders including, but not limited to, the following:</b> <ul style="list-style-type: none"> <li>• <b>Business Registration Certificate</b></li> <li>• <b>VAT Registration Certificate</b></li> <li>• <b>List of client who use the Products</b></li> <li>• <b>Past 3 years relevant experience in the relevant Industry in Sri Lanka</b></li> <li>• <b>Manufacture Authorization.</b></li> </ul>
<b>ITB 15.1</b>	The bidder shall quote the local expenditure in Sri Lankan Rupees.
<b>ITB 18.1 (b)</b>	After sales service is: required

<b>ITB 19.1</b>	The bid shall be validity until: <b>91 days from 23<sup>rd</sup> October 2017</b>
<b>ITB 20.1</b>	Bid shall include a Bid Security in any of following way (a) A Bank guarantee issued by a reputed bank operated in Sri Lanka. (b) Cash deposit at the Shroff Counter of the University (c) Cash deposit from any branch of Bank of Ceylon, to the Uva Wellassa University, Account No: 3114820, and the <b>cash receipt/deposit slip to be attached with the bidding documents.</b>
<b>ITB 20.2</b>	The amount of the Bid Security shall be: Rs. <b>40,000.00</b> Beneficiary: <b>Vice Chancellor, Uva Wellassa University.</b> The validity period of the bid security shall be until 150 days from the date of Bid closing
	<b>D. Submission and Opening of Bids</b>
<b>ITB 22.2 (c)</b>	The inner and outer envelopes shall bear the following identification marks: <b>“Request Proposal for Expanding the Available Wireless Local Area Network of the Uva Wellassa University”</b> <b>Contract No: UWU/G/NCB/17/08</b>
<b>ITB 23.1</b>	For bid submission purposes, the Purchaser’s address is:  Attention: Deputy Bursar  Address: Uva Wellassa University, Passara Road, Badulla.  The deadline for the submission of bids is  Date: <b>23<sup>rd</sup> October 2017</b> Time: <b>2.00 p.m.</b>
<b>ITB 26.1</b>	The bid opening shall take place at:  Address: Board Room, Uva Wellassa University, Passara Road, Badulla.  Date: <b>23<sup>rd</sup> October 2017</b> Time: <b>2.00 p.m.</b>
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 34.1</b>	Domestic preference shall not be a bid evaluation factor.
<b>ITB 35.3(d)</b>	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:  (a) Deviation in Delivery schedule: Option 2 is selected and the adjustment is 0.5% per week or part thereof  (b) Deviation in payment schedule: Not applicable  (c) The cost of major replacement components, mandatory spare parts, and service: Applicable
<b>ITB 35.4</b>	The following factors and methodology will be used for evaluation: Not applicable
<b>ITB 35.5</b>	Bidders shall be allowed to quote for one or more lots. [refer to Section III Evaluation and Qualification Criteria] Purchaser will evaluate the bid item by item basis.

## Section III.

### Evaluation and Qualification Criteria

#### 1. Evaluation Criteria (ITB 35.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14, one or more of the following factors as specified in ITB Sub-Clause 35.3(d) and in BDS referring to ITB 35.3(d), using the following criteria and methodologies.

##### (a) Delivery schedule

###### Option 2

The goods covered under this invitation are required to be delivered within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation purposes only, to the bid price of bids offering deliveries later than the earliest delivery period specified in the Section V, Schedule of Requirements

##### (a) Deviation in payment schedule. **Not applicable**

##### (c) Cost of major replacement components, mandatory spare parts, and service:

The required spare parts for the goods covered under this invitation shall be available for at least five years of period and after sales service (Free service & Pay service).

##### (d) Specific additional criteria: **None**

#### 2. Evaluation Criteria (ITB 35.4):

Not Applicable

#### 3. Multiple Contracts (ITB 35.5)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 37.2 Post-Qualification Requirements)

The Purchaser shall:

- (a) Evaluate only lots or contracts that include items per lot and quantity per item
- (b) Take into account: The lowest-evaluated bid for each lot

#### 3. Post qualification Requirements (ITB 37.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 36.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.



Qualification Criteria:

- (a) Bid may be submitted by any reputed supplier of **Information Technology Equipments in relation to Wi-Fi Networking and Network caballing**, registered business in Sri Lanka or any accredited local agent who takes fullest responsibility for the whole bid. The local agent shall submit evidence of status, obligations, power of attorney and any other documentary evidence that he is duly authorized and eligible to bid on behalf of the manufacturer.
- (b) The bidders should also have previous experience of at least three years in relevant industry in the supply and also technical and financial capability necessary to perform the contract.
- (c) Bids will be rejected as non- responsive if documentary evidence in proof of above has not been provided.
- (d) If an Agent submits bids on behalf of more than one supplier, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security when required for each bid, and authorization from the respective Manufacturer, and valid vendor certificate, all such bids will be rejected as non- responsive.
- (e) Bidders should possess the Certificate of Business Registration issued by a Governmental Authority/ Registrar of Companies/ Provincial Registrar of Business in the relevant category.
- (f) Bidders shall register the Contract under Public Contract Act and submit the certificate of registration (ITB 11.1(e)).
- (g) Bidders offering goods under their own brand names should provide along with their bids a current certification/s of quality; Bid not complying with this requirement may be treated as non - responsive.
- (h) Having a service center in Badulla or Uva Province will be considered as an added qualification.

4. Domestic Preference (ITB 34.1) – **Not applicable**

## Section IV. Bidding Forms

### FORM OF BID UVA WELLASSA UNIVERSITY UWU/G/NCB/17/08

To: Chairman  
Procurement Committee  
Uva Wellassa University  
Passara road, Badulla

We, the undersigned, declare that:

Having examined the Instructions to Bidders and Conditions of Tender, Conditions of Contract, Schedule of Requirements, Schedule of Particulars and Bills of Quantities, I / We the undersigned, offer to **“Request Proposal for Expanding the Available Wireless Local Area Network of the Uva Wellassa University” Contract No: UWU/G/NCB/17/08** said Price Schedule amounting to Rupees.....

.....and cents.....(Rs ..... ) only  
I / We undertake to **“Request Proposal for Expanding the available University Wireless Local Area Network Request Proposal for Expanding the Available Wireless Local Area Network of the Uva Wellassa University”** within the time stated in the tender documents, if our tender is accepted.

I / We agree to abide by this tender for period of 120 calendar days from the date fixed for receiving of Bids or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

I / We understand that, you are not bound to accept the lowest or any tender, you may receive.

This day of .....20..... in the capacity of..... duly authorized to sign Bids for and on behalf (indicate whether the Freehold Owner or Power of Attorney Holder) of ..... (Blanks to be filled in BLOCK CAPITALS)

Signature.....

Duly authorized for signed on behalf of .....  
(Name of the Bidder)

Address.....

.....

Date.....

**“Request Proposal for Expanding the Available Wireless Local Area Network of the Uva Wellassa University”**

**Contract No: UWU/G/NCB/17/08**

**Price Schedule**

<b>Item No</b>	<b>Description</b>	<b>Total Price (Excluding Taxes)</b>	<b>Taxes</b>	<b>Total Price Including Taxes</b>
1	Cost of expanding the Available Wireless Local Area Network at the Uva Wellassa University. (Including Supply, Delivery, Installation and Commencement)			

Total Price with VAT (in Words): .....

Maintenance charges (as a percentage) after the warranty period (If any): .....

Vat Registration No: .....

Signature.....

Duly authorized for signed on behalf of .....  
(Name of the Bidder)

Address.....

.....

Date.....

## FORM OF BID SECURITY

-----  
-----  
*[insert issuing agency's name, and address of issuing branch or office]*

**Beneficiary:** Vice Chancellor, Uva Wellassa University, Passara road, Badulla

**Date:** ----- *[insert (by issuing agency) date]*

**BID GUARANTEE No.:** ----- *[insert (by issuing agency) number]*

We have been informed that -----  
*[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated -----  
*[date]* (hereinafter called "the Bid") for the execution of .....  
..... *[Insert name of Contract]* under Contract No -----

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") ; or
- (c) having been notified of the acceptance of its bid by the Employer 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) the successful bidder furnishing the performance security, 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 of authorized representative(s) ]*

## **MANUFACTURER'S AUTHORIZATION**

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: [insert date (as day, month and year) of Bid Submission]

No.: [insert number of bidding process]

To: [insert complete name of Purchaser]

### **WHEREAS**

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

## Section V

### Schedule of Requirements

#### 1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]

No	Description of Goods	Qty	Final Destination as specified in BDS	Delivery Date 1		
				Earliest Delivery Date	Latest Delivery Date	Bidder’s offered Delivery date
1	As Listed in the Price Schedule		Uva Wellassa University	Within 4 Weeks of the Order	Within 4 Weeks of the Order	

\* Destination of delivery: - Department of Computer Science  
Uva Wellassa University,  
Passara Road,  
Badulla

#### 2. Technical Specifications

The bidder shall follow the following technical requirement and other requirement

## Section VI Conditions of Contract

This Bidding Document is based on the standard bidding document for National Competitive Bidding (NPA/Goods/SBD 01). Section VI will not be providing with this bidding document. Bidders are instructed to refer the Section VI of the standard bidding document (NPA/Goods/SBD 01). The document is available at the website of NPA, [www.npa.gov.lk](http://www.npa.gov.lk)

## Section VII Contract Data

The following Contract Data shall supplement and / or amend the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the CC.

<b>CC 1.1(i)</b>	The Purchaser is: Uva Wellassa University
<b>CC 1.1 (m)</b>	The Project Site(s)/Final Destination(s) is/are: Uva Wellassa University, Passara Road, Badulla
<b>CC 8.1</b>	For notices, the Purchaser's address shall be: Deputy Bursar Address: Uva Wellassa University, Passara Road, Badulla. Telephone:055-2226475/ 055-2226533
<b>CC 11</b>	Goods shall be supplies in compliance with the quality and the specification given.
<b>CC 15.1</b>	CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  For Goods offered within Sri Lanka  Payment shall be made in Sri Lankan Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. <ul style="list-style-type: none"> <li>a) No Advance payment applicable for this contract</li> <li>b) Up to a maximum of ninety (90) percentage of the Contract Price, shall be paid on receipt of the Goods and confirm by the evaluation committee.</li> <li>c) Ten (10) percentage of the Contract price will be hold as Retention for a period of 12 months from the date of commissioning of equipment. This condition will not apply. If the warranty period given more than 01year.</li> <li>d) The Retention shall be paid on completion of Twelve (12) months. During that period supplier shall correct all defects and confirmed by the purchase or his agent.</li> </ul>
<b>CC 17.1</b>	A Performance Security – 10% Performance security may be in any of the following way <ul style="list-style-type: none"> <li>(a) A Bank guarantee issued by a reputed bank operated in Sri Lanka.</li> <li>(b) Cash deposit at the Shroff Counter of the University</li> </ul>
<b>CC 26.1</b>	The liquidated damage (Late Delivery) shall be: 1% from the contract sum, per week.
<b>CC 26.1</b>	The maximum amount of liquidated damages shall be:10 % from the contract sum.
<b>CC 27.3</b>	The warranty shall remain valid for a period of time specified with the specifications.
<b>CC 27.6</b>	The supplier shall remedy the defects within 3 Months from the date of information by the purchaser.

## **Section VIII. Contract Forms**

### **Contract Agreement**

THIS CONTRACT AGREEMENT is made

the [ insert: number ] day of [ insert: month ], [ insert: year ].

BETWEEN

(1) [Insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of ..... or corporation and having its principal place of business at [insert address of Purchaser] (hereinafter called “the Purchaser”), and

(2) [Insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency (ies)] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

(a) This Contract Agreement

(b) Contract Data

(c) Conditions of Contract

(d) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(e) The Supplier’s Bid and original Price Schedules

(f) The Purchaser’s Notification of Award

(g) [Add here any other document(s)]

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.



5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature]

in the capacity of [ insert title or other appropriate designation ]

in the presence of [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier]

in the capacity of [ insert title or other appropriate designation ]

in the presence of [ insert identification of official witness]

## Performance Security

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated] ----- [Issuing Agency's Name, and Address of Issuing Branch or Office] ----- \* Beneficiary: ----- [Name and Address of Employer] -----  
-----

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- [name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. ----- [Reference number of the contract] dated ----- with you, for the ----- Supply of ----- [name of contract and brief description] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required. At the request of the Supplier, we ----- [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of -----  
-----

[amount in figures] (-----) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein. This guarantee shall expire, no later than the .... day of ....., 20.. [insert date, 28 days beyond the scheduled completion date including the warranty period] and any demand for payment under it must be received by us at this office on or before that date.

[Signature(s)]