

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.

CC 1.1(i)	The Purchaser is : Department of Government Information
CC 1.1 (m)	Final Destination is: Department of Government Information
CC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Attention: Chief Accountant</p> <p>Address: Department of Government Information Kirulapone Avenue Colombo-05 Sri Lanka.</p> <p>Telephone: + 94 112512332, + 94 112512053</p> <p>Facsimile number: +94 112512332</p> <p>Electronic mail address: haujayalathdeptinfo@gmail.com</p>
CC 12.1	Details of Implementation schedule indicating major milestones to be furnished by the Supplier.
CC 15.1	<p>Payment shall be made in Sri Lanka 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.</p> <p>(i)On Delivery: Up to a maximum of Sixty (60) percent of the contract price shall be paid to the Supplier upon submission of documents including</p> <ol style="list-style-type: none">1.A copy of signed commercial invoices2.A copy of Packing list, including measurement and weight of each case/package3. A Copy of certificate issued by purchaser declaring that the Goods have been delivered. <p>(ii)On Acceptance: Remaining Fourty (40) percent of the contract price shall be paid to the supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser. (After commissioning)</p>

CC 17.1	The successful bidder should submit performance security of 10% of the contract price. The validity period of the bid security shall be 42 months from the date of Contract Agreement.
CC 25.1	The inspection and tests shall be carried out by the purchaser. The supplier should facilitate and guide for the related task.
CC 25.2	The inspection and tests shall be conducted at premises of the Purchaser at Colombo.
CC 26.1	The liquidated damage shall be: 1% of the initial contract price per week.
CC 26.1	The maximum time duration for liquidated damages shall be 10% of the initial contract price.

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Sample Document

1. 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

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]

2. 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: **Director General of Government Information
Department of Government Information,
No 163, Kirulapona Avenue,
Colombo 05,**

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)]

Invitation for Bids (IFB)

Note: Given below is a sample form that can be used in inviting bids for procuring of goods. All the information given is not relevant for each procurement. The Purchaser is required to select only the applicable information or modify such information to suit. The information marked as “” is required only for procurement funded by a foreign funding agency.*

Department of Government information

Supply, Installation, Commissioning of Television & Radio Monitoring System DI/PRO/MT/04/16/2016

1. The Chairman, Department Procurement Committee on behalf of the Department of Government Information now invites sealed bids from eligible and qualified bidders for **Supply, Installation, Testing & Commissioning of Television and TV Monitoring System.**
2. Bidding will be conducted through National Competitive Bidding Procedure.
3. Interested eligible bidders may obtain further information from; Chief Accountant, Department of Government Information and inspect the Bidding Documents at the address given below *from* 9.00 a.m. to 3.00 p.m
4. Qualifications requirements and other additional details are provided in the Bidding Documents.
5. A complete set of Bidding Documents in English language may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a **non-refundable fee Rs: 6,000.00**. The bidding document will be issued on working days from 9.00 am to 3.00 pm commencing from **25th May 2018 up to 18 June 2018**.

The method of payment will be Cash only.

6. Bids must be delivered to the address below at or before **10.00 am on 19 June 2018**. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend in person at the address below at 10.00 a.m. on 19 June 2018 All bids must be accompanied by a Bid-Security of **Rs: 250,000.00**

7. **The address referred to above is:**

Director General of Information
Department of Government Information
163, Kirulapone Avenue,
Colombo 05.
Sri Lanka.

Telephone: +94 112512332, +94 112512053

Facsimile number: +94 112512332

Supply, Installation, Commissioning of Television and Radio Monitoring System
DEPARTMENT OF GOVERNMENT INFORMATION

Bidding Document