



Request for Quotation

Ministry of Digital Infrastructure and Information Technology

Selecting a training institute to provide Microsoft Office Specialist (MOS) training for 100 officers

Section I: Instructions to Vendors (ITV)

(A) General	
1. Scope of Bid	<p>1.1 The Purchaser named in the Data Sheet invites you to submit a quotation for the supply of Service as specified in Section III- Scope of service and Qualification Requirements. Upon receipt of this invitation you are requested to acknowledge the receipt of this invitation and your intention to submit a quotation. The Purchaser may not consider you for inviting quotations in the future, if you failed to acknowledge the receipt of this invitation or not submitting a quotation after expressing the intention as above.</p> <p>Please refer section II Data Sheet.</p>
(B) Contents of Documents	
2. Contents of Documents	<p>2.1 The documents consist of the Sections indicated below:</p> <ul style="list-style-type: none"> • Section I :Instruction to Vendor (ITV) ; • Section II :Data Sheet; • Section III :Scope of Service and Qualification Requirements. • Section IV :Bidding Forms; Quotation Submission Form; :Bid Guarantee • Section V : Condition of Contract; • Section VI : Contract Data; • Section VII : Contract Agreement;
(C) Preparation of Quotation	
3. Documents Comprising your Quotation	<p>3.1 The Quotation shall comprise the following:</p> <ul style="list-style-type: none"> (a) Price Schedules and Quotation Submission Form; (b) Qualification of Resource Persons (c) Qualification requirement of the Training Institute (d) Qualification requirement of the Testing Center (e) Documentary Evidence (f) Bid Guarantee
4. Quotation Submission Form and Price Schedules	<p>4.1 The vendor shall submit the Quotation Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> <p>4.2 Alternative offers shall not be considered. The vendors are advised not to quote different options for the same item but furnish the most competitive among the options available to the bidder.</p>

5. Prices and Discounts	<p>5.1 Unless specifically stated in Data Sheet, all items must be priced separately in the Price Schedules.</p> <p>5.2 The price to be quoted in the Quotation Submission Form shall be the total price of the Quotation, including any discounts offered.</p> <p>5.3 The applicable VAT shall be indicated separately.</p> <p>5.4 Prices quoted by the vendor shall be fixed during the vendor’s performance of the Contract and not subject to variation on any account. A Quotation submitted with an adjustable price shall be treated as non—responsive and may be rejected.</p>
6. Currency	6.1 The vendors shall quote only in Sri Lanka Rupees.
7. Documents to Establish the Conformity of the Goods	<p>7.1 The vendor shall furnish as part of its quotation the documentary evidence to support and conform the facts and specifications state under Minimum Qualifications and standards specified in Section III, “Scope of Service and Qualification Requirements”.</p> <p>7.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Services, demonstrating substantial responsiveness of the Services to the Scope of Service and Qualification Requirements, and if applicable, a statement of deviations and exceptions to the provisions of the Scope of service and Qualification Requirements given.</p>
8. Period of Validity of quotation	<p>8.1 Quotations shall remain valid for the period of sixty (60) days after the Quotation submission deadline date.</p> <p>Please refer section II Data Sheet.</p>
9. Format and Signing of Quotation	9.1 The quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the vendor.
(D) Submission and Opening of Quotation	
10. Submission of Quotation	10.1 Vendors may submit their quotations by mail or by hand in sealed envelopes addressed to the Purchaser bear the specific identification of the contract number.
	10.2 If the quotation is not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature Opening of the quotation.
11. Deadline for Submission	<p>11.1 Quotation must be received by the Purchaser at the address set out in Section II, “Data Sheet”, and no later than the date and time as specified in the Data Sheet.</p> <p>Please refer section II Data Sheet.</p>
12. Late Quotation	12.1 The Purchaser shall reject any quotation that arrives after the deadline for submission of quotations, in accordance with ITV Clause 11.1 above.

13. Opening of Quotation	<p>13.1 The Purchaser shall conduct the opening of quotation in public at the address, date and time specified in the Data Sheet.</p> <p>13.2 A representative of the bidders may be present and mark its attendance. Please refer section II Data Sheet.</p>
(E) Evaluation and Comparison of Quotation	
14. Clarifications	<p>14.1 To assist in the examination, evaluation and comparison of the quotations, the Purchaser may, at its discretion, ask any vendor for a Clarification of its quotation. Any clarification submitted by a vendor in respect to its quotation which is not in response to a request by the Purchaser shall not be considered.</p> <p>14.2 The Purchaser's request for clarification and the response shall be in writing.</p> <p>14.3 Please refer section II Data Sheet.</p>
15. Responsiveness Of Quotations	<p>15.1 The Purchaser will determine the responsiveness of the quotation to the documents based on the contents of the quotation received.</p> <p>15.2 If a quotation is evaluated as not substantially responsive to the documents issued, it may be rejected by the Purchaser.</p>
16. Evaluation of quotation	<p>16.1 The Purchaser shall evaluate each quotation that has been determined, to be substantially responsive.</p> <p>16.2 To evaluate a quotation, the Purchaser may consider the following: (a) The Price as quoted; (b) Price adjustment for correction of arithmetical errors; (c) Price adjustment due to discounts offered.</p> <p>16.3 The Purchaser's evaluation of a quotation may require the consideration of other factors, in addition to the Price quoted if stated in Section II, Data Sheet. These factors may be related to the characteristics, performance, and terms and conditions of the service. Please refer section II Data Sheet.</p>
17. Purchaser's and to Reject any or all Quotations	<p>17.1 The Purchaser reserves the right to accept or reject any Right to quotation, and to annul the process and reject all quotations Accept any at any time prior to acceptance, without thereby incurring any liability to bidders.</p>

(F) Award of Contract	
18. Acceptance of the Quotation	<p>18.1 The Purchaser will accept the quotation of the vendor, whose of the offer has been determined to be the lowest evaluated bid Quotation and is substantially responsive to the documents issued.</p>
19. Notification of acceptance	<p>19.1 Prior to the expiration of the period of validity of quotation, of the Purchaser will notify the successful vendor, in writing, acceptance that its quotation has been accepted.</p>

Section II: Data Sheet

ITV Clause Reference	
1.1	The Purchaser is: Chairman, Ministry Procurement Committee Address: Ministry of Digital Infrastructure and Information Technology 437 Galle Rd, Colombo 03
8.1	(a) Bid shall include a Bid Security (issued by bank) Format included in Section IV Bidding Forms (b) The amount of the Bid Security shall be Rs.55,000/= (c) The validity Period of the Bid Security shall be until 1 st November 2019 (d) Bid security should be addressed to “Secretary, Ministry of Digital Infrastructure and Information Technology”
11.1	Address for submission of Quotations is: Chairman, Ministry Procurement Committee, Ministry of Digital Infrastructure and Information Technology, 437 Galle Rd, Colombo 03 Deadline for submission of quotations is 2.00 p.m. on 20.08.2019 The bidder is allowed to submit only one quotation.
13	The quotations shall be opened at the following address: Accounts Division, 3 rd Floor, Ministry of Digital Infrastructure and Information Technology, 437 Galle Rd, Colombo 03. Quotations will be opened at 2.00 p.m. on 20.08.2019 at above address.
14.3	A Pre –Bid meeting will be held : Yes Date: 02 nd August 2019 Time: 10.00 a. m. Venue: Ministry of Digital Infrastructure and Information Technology, No. 437, Galle Road, Colombo 03, Sri Lanka
16	Other factors that will be considered for evaluation are: <ol style="list-style-type: none"> 1. Qualification Requirements of the Resource Persons 2. Qualification Requirements of the Training Institution 3. Qualification Requirements of the Testing Center 4. Bidder should comply with instruction has been mentioned in the Scope of service and Qualification Requirements 5. The training organization should submit a complete proposal with all items included in the compliance sheet given in subsection 8 ,9 and 10 under the Section III 6. Failing to submit a complete proposal as specified above will be treated as non- responsive. 7. The proposal will be rejected if the resource person/training organization/testing center do not meet the minimum qualifications requirements 8. Price considered for evaluation will be the ‘Total Cost (without VAT)’ 9. The selection will be based on Substantially Responsive Lowest Evaluated Bid Price

Section III: Scope of Service and Qualification Requirements

1. Introduction

Different levels of ICT skills of the Public Service Managers should be identified practically and the nexus with service delivery mechanisms to citizens through ICT should be emphasized in a more strategic approach. Considering the rapid advancement of Digital applications in the public sector service delivery, the government officers both executive and non-executive too must be equipped with updated knowledge and skills to harness such technologies when delivering public services.

Therefore, this Ministry has planned a series of specialized training module targeting several groups of government organizations by offering them with more innovative, standard and attractive ICT training packages. Accordingly, it has been identified three (03) components of Microsoft Office Specialist (MOS) curriculum as an appropriate intermediate level training for these officers.

2. Scope of the Project

Key objective of this project is to increase knowledge of the government officers' on advance features of Microsoft office package and to increase the effectiveness of the public administration.

Aim of this assignment is to select a training organization to provide Microsoft Office Specialist (MOS) Certification to 100 numbers of officers in 4 Batches (25 participants per batch). The training organization shall cover the subject areas specified in 2.1 and conduct the standard examinations for relevant MOS Certifications.

2.1 Subject Areas – Microsoft Office Specialist: Intermediate level

2.1.1 Microsoft Word 2016

2.1.2 Microsoft Excel 2016

2.1.3 Microsoft PowerPoint 2016

3. Scope of the Service

- 3.1 The training program should be conducted to offer the standard MOS certification, covering the above three (03) modules.
- 3.2 The training for 100 participants (in four (04) batches) should be completed before end of 2019.
- 3.3 The training organization shall submit a detailed proposal to conduct an eight (08) days training as specified in 3.3.1

3.3.1 Training Duration

Module	Duration
a) Microsoft Word 2016	3 Days
b) Microsoft Excel 2016	3 Days
c) Microsoft PowerPoint 2016	2 Days

3.4 The training organization must provide facilities to train minimum of 25 participants at a given time.

3.5 Parallel sessions should not be arranged for different batches.

3.6 It shall be the prime responsibility of the training organization to employ/hire qualified resource persons as per the requirements given in Section 4 of this document.

3.7 The trainings and examinations should be conducted only in Colombo city limits during week days except Saturdays, Sundays and Public Holidays during working hours (8.30am – 4.15pm).

3.8 The training shall be conducted in an ambient environment suitable for learning.

3.9 The training location (Lab) shall be equipped with;

- I. Air conditioning
- II. Individual computer for each participant with Microsoft Office 2016 Licensed Software installed
- III. Uninterrupted Power Supply
- IV. Uninterrupted Broadband Internet connectivity
- V. Multimedia Facilities

3.10 The training organization should provide stationery, and study materials. The study materials shall be given both in printed and digital form (Memory Stick/Pen Drive).

3.11 Due examination required for the MOS Certification should be properly conducted with international standards and the certificates printed should be given to the trainees upon successful completion of the training and the examination.

3.12 Upon the successful completion of the training all the participants should be given Microsoft Approved participation Certificate to prove their participation.

3.13 Upon the successful completion of the examination all the participants (who have passed the examination) should be given MOS Certification.

3.14 Final evaluation marks of each participant and the attendance details of each participant shall be handed over to MDIIT after completing each training program.

3.15 Participants' feedback in standard evaluation forms should be collected and handed over to MDIIT after completing each module.

3.16 Participants' feedback will be obtained on a digital format which will be provided by procurement entity and the format shall be filled submitted to the Ministry after completing each training program.

3.17 Lunch and refreshments shall be provided by the training organization in consultation with the procurement entity.

4. Qualification Requirements of the Key Resource Persons

- 4.1 The lecturers must possess a bachelor degree (in ICT or related) or equivalent or higher educational qualification and Professional qualifications relevant to the subject area.
- 4.2 The lecturers must possess Microsoft accredited professional qualifications relating to their subject area (Microsoft Certified Trainer/Microsoft Office Specialist/Microsoft Office Expert/ Microsoft Office Master)
- 4.3 The lecturers should have minimum three (03) years of experience in delivering lectures.
- 4.4 The demonstrators/instructors must possess a Diploma in ICT or related subject area at least one (01) year
- 4.5 The demonstrators should have minimum six (06) months experience in demonstrating.
- 4.6 Comprehensive CVs of each resource persons shall be attached with certified copies of the educational and professional certificates.
- 4.7 Work experience shall be accompanied with documentary evidence.
- 4.8 The training organization shall allocate sufficient number of qualified staff at the training location for each session. (Lecturers/ Demonstrators.). The minimum number of resource persons per batch should be three (03): One qualified lecturer and two Demonstrators
- 4.9 Details of resource persons shall be provided in the format given in sub section 08 of the Section III- Qualifications of Resource persons.

5. Qualification Requirements of the Training Institution

- 5.1 The training institution shall have minimum five (05) years of proven experience with documentary evidence and the certified copy of Business Registration Certificate.
- 5.2 The training organization shall have conducted minimum number of three (03) cooperate training proven with documentary evidence including one (1) training relating to subject area within last two (2) years proven with documentary evidence.
- 5.3 Details of training institution shall be provided in the format given in sub section 09 of the Section III -Qualifications of Training Institution.
- 5.4 The training institution should provide a testing center
- 5.5 Details of the testing center shall be provided in the format given in sub section 10 of the Section III Qualifications of Testing Center

6. Financial Consideration

- 6.1 The training proposal shall consist with a detailed financial proposal as per the price schedule.
- 6.2 The training organization shall indicate the per head cost for the training

7. Qualifications of Resource Persons

7.1 Minimum Qualification Requirements

Position		Minimum Academic and Professional Qualification(s)	Experience
Lecturer (s)	MOS on Microsoft Word 2016	Bachelor's Degree (in ICT or related) obtained from a UGC recognized university OR Professional qualification equivalent to ICT or related bachelor's degree AND Microsoft accredited professional qualifications relating to Microsoft Word (Microsoft Certified Trainer/Microsoft Office Specialist/Microsoft Office Expert/Microsoft Office Master)	Minimum three (03) years of demonstrated experience in delivering lectures in ICT and Minimum one year (01) teaching experience in Microsoft Office
	MOS on Microsoft Excel 2016	Bachelor's Degree (in ICT or related) obtained from a UGC recognized university OR Professional qualification equivalent to ICT or related bachelor's degree AND Microsoft Certified Trainer on Microsoft Excel	Minimum three (03) years of demonstrated experience in delivering lectures in ICT and Minimum one year (01) teaching experience in Microsoft Office
	MOS on Microsoft PowerPoint 2016	Bachelor's Degree (in ICT or related) obtained from a UGC recognized university OR Professional qualification equivalent to ICT or related bachelor's degree AND Microsoft accredited professional qualifications relating to Microsoft PowerPoint (Microsoft Certified Trainer/Microsoft Office Specialist/Microsoft Office Expert/Microsoft Office Master)	Minimum three (03) years of demonstrated experience in delivering lectures in ICT and Minimum one year (01) teaching experience in Microsoft Office
Demonstrator (s)/Instructor(s)		Diploma in ICT or related subject area at least one (01) year	Minimum six (06) month experience in demonstrating.

8. Qualifications of Resource Persons (Should attach CVs and copies of relevant certificates)

Module	Resource Person	Details of Resource Person(s)				
		Name (s)	Qualifications		Experience (Years)	Compliance with the minimum requirement (Yes/No)
			Academic	Professional		
a) MOS on Microsoft Word 2016	Lecturer (s)					
	Demonstrator 1					
	Demonstrator 2					
b) MOS on Microsoft Excel 2016	Lecturer (s)					
	Demonstrator 1					
	Demonstrator 2					
c) MOS on Microsoft PowerPoint 2016	Lecturer (s)					
	Demonstrator 1					
	Demonstrator 2					

9. Qualification Requirements of the Training Institution

	Requirement	Qualification Criteria	Compliance (Yes/No)	Remarks
1.	Location	Colombo city limits		Please specify the address of the location
2.	Testing Center Facility	Mandatory		Please provide the details of the testing center
3.	Organizational experience	Minimum 5 Years		Please specify the number of years and attach the documentary evidence including copy of business registration certificate
4.	Experience of conducting cooperate training	Minimum 3		Please specify the training details and attach the documentary evidence
5.	Can accommodate 25 participants	Minimum 25		Please provide photograph evidence of the location.
6.	Individual computers with Microsoft Office 2016 Licensed Software	Minimum 25		
7.	Air conditioning			
8.	Uninterrupted Power Supply			
9.	Uninterrupted Broadband Internet connectivity			
10.	Multimedia Facilities			
11.	Sanitary Facilities			
12.	Parking Facilities			
13.	Security Arrangements			Provide details
14.	Proposed menu for lunch and refreshments			Please attach the menu
15.	Re-sit examination fee does not exceed the first time examination fee			Re-sit examination fee should not exceed the first time examination fee

10. Qualification Requirements of the Testing Center

	Requirement	Qualification Criteria	Compliance (Yes/No)	Remarks
1.	Location	Colombo city limits		Please specify the address of the location
2.	Ownership			If the bidder does not own a testing center please provide a letter from the owner agreeing to provide testing center facility.
3.	Owners details			Please attach a copy of the business registration of the owner
4.	Can accommodate 25 participants	Minimum 25		Please provide photograph evidence of the location.
5.	Individual computers with Microsoft Office 2016 Licensed Software	Minimum 25		
6.	Air conditioning			
7.	Uninterrupted Power Supply			
8.	Uninterrupted Broadband Internet connectivity			
9.	Multimedia Facilities			
10.	Sanitary Facilities			
11.	Parking Facilities			
12.	Security Arrangements			Provide details

Price Schedule

[The Bidder shall fill in these Price Schedule in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]

PRICE SCHEDULE

Note: 1. Bidders are required to quote the prices under the columns in Sri Lankan Rupees.

1. Cost for Training Participants

Module	Duration (Days) (a)	Training Fee per Participant Excluding Tax (LKR) (b)	Examination Fee per Participant (Excluding Tax) (LKR) (c)	Total Cost per Participant (Excluding Tax) (LKR) (d)=(b)+(c)	NBT (LKR) (e)	Total Cost per Participant (Including NBT) (LKR) (f)= (d)+(e)	VAT (LKR) (g)	Total Cost per Participant (Including NBT+VAT) (LKR) (h)= (f)+(g)
I. MOS on Microsoft Word 2016	3							
II. MOS on Microsoft Excel 2016	3							
III. MOS on Microsoft PowerPoint 2016	2							

2. Lunch and Refreshment Charges (Menu should be attached)

	Morning Tea with Two Items of Snacks (LKR) (a)	Buffet Lunch with Dessert (LKR) (b)	Evening Tea with One Item of Snacks (LKR) (c)	Total Cost Per Participant Per Day (LKR) (d)= (a)+(b)+(c)	Total Cost Per Participant for Eight Days (LKR) (e) = (d) x 8
Cost Per Participant					

3. Financial Consideration

a. Detailed Financial Consideration

Component	Total Cost Excluding Tax (LKR)	NBT (LKR)	Total Cost (Including NBT) (LKR)	VAT (LKR)	Total Cost (Including NBT+VAT) (LKR)
a. Training and Conducting Examination cost per Participant					
b. Lunch and Refreshment Cost per Participant for One (01) day					
c. Lunch and Refreshment Cost per Participant for Eight (08) days					
d. Cost per Participant for the Training (a + c)					
e. Training and Conducting Examination cost per Batch (25 Participants) (a x 25)					
f. Lunch and Refreshment Cost per Batch for One (01) day (b x 25)					
g. Lunch and Refreshment Cost per Batch for Eight (08) days (c x 25)					
h. Total Cost per Batch for the Training (e + g)					
i. Total Cost for four (04) Batches (h x 4)					

b. Repeat Examinations (This shall not consider for calculating the bid price)

Module	Examination Fee per Participant (Excluding Tax) (LKR) (c)	NBT (LKR) (e)	Total Fee per Participant (Including NBT) (LKR) (f)= (d)+(e)	VAT (LKR) (g)	Total Fee Participant (Including NBT+VAT) (LKR) (h)= (f)+(g)
MOS on Microsoft Word 2016					
MOS on Microsoft Excel 2016					
MOS on Microsoft PowerPoint 2016					

c. Summarized Financial Consideration

Component	Total Cost (Per Batch-25 Participants) (LKR)	
a. Training and Conducting Examination		
b. Lunch and Refreshment		
c. Total Cost for a batch		
d. Total Cost for four (04) batches		
e. Taxes (Indicate Details including VAT registration Certificate)	NBT	
	VAT	
f. Total Cost four (04) batches With NBT (Excluding VAT)		
g. Total Cost four (04) batches (Including NBT and VAT)		

Section IV Bidding Forms

Quotation Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to this format shall be permitted and no substitutions shall be accepted if done so.]

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

To: **Secretary, Ministry Digital Infrastructure and Information Technology**

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.:*[insert the number and issuing date of each Addenda]*;

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements for the following Goods and Related Services of “Selecting a training institute to provide Microsoft Office Specialist (MOS) training for 100 officers”

(c) The total price of our Bid without VAT, including any discounts offered is:
.....*[insert the total bid price in words and figures]*

The total price of our Bid including VAT, and any discounts offered is:
.....*[insert the total bid price in words and figures]*

(d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(e) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;

(h) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;

- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;
- (j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (l) The relevant bidders should denote information of third party partners.

Signed:[insert signature of person whose name and capacity are shown]

In the capacity of[insert legal capacity of person signing the Bid Submission Form]

Name:[insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of:
[insert complete name of Bidder]

Dated on _____ day of _____, _____[insert date of signing]

Bid 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: Secretary, Ministry of Digital Infrastructure and Information Technology

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 the supply of *[insert name of Supplier]* 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"); or
- (c) having been notified of the acceptance of its Bid by the 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)]

Section V: Conditions of Contract

<p>1. Definitions</p>	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto. (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. (d) “Day” means calendar day. (e) “Completion” means the fulfilment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract. (f) “CC” means the Conditions of Contract. (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract. (h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data. (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract. (j) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement. (k) “The Project Site’s as given in Schedule of Requirements,” where applicable, means the place named in the Contract Data.
<p>2. Contract Documents</p>	<p>2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a</p>

	whole.
3. Fraud and Corruption	<p>3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:</p> <ul style="list-style-type: none"> (i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
4. Interpretation	<p>4.1 If the context so requires it, singular means plural and vice versa.</p> <p>4.2 Entire Agreement</p> <p>The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.</p> <p>4.3 Amendment</p> <p>No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p>4.4 Severability</p> <p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
5. Language	<p>5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>5.2 The Supplier shall bear all costs of translation to the governing</p>

	language and all risks of the accuracy of such translation, for documents provided by the Supplier.
6. Eligibility	6.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.
7. Notices	7.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data . The term “in writing” means communicated in written form with proof of receipt. 7.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
8. Governing Law	8.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
9. Settlement of Disputes	9.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. 9.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995. 9.3 Notwithstanding any reference to arbitration herein, (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and (b) the Purchaser shall pay the Supplier any monies due the Supplier.
10. Scope of Supply	10.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
11. Delivery and Documents	11.1 Subject to CC Sub-Clause 31.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data .
12. Supplier’s Responsibilities	12.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 10, and the Delivery and Completion Schedule, as per CC

	Clause 11.
13. Contract Price	13.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
14. Terms of Payment	<p>14.1 The Contract Price, shall be paid as specified in the Contract Data.</p> <p>14.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 11 and upon fulfilment of all other obligations stipulated in the Contract.</p> <p>14.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p>
15. Taxes and Duties	15.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
16. Performance Security	<p>16.1 If required as specified in the Contract Data, the Supplier shall, within seven (7) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.</p> <p>16.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>16.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.</p> <p>16.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.</p>
17. Copyright	17.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
18. Confidential Information	18.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may

	<p>furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 18.</p> <p>18.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.</p> <p>18.3 The above provisions of CC Clause 18 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>18.4 The provisions of CC Clause 18 shall survive completion or termination, for whatever reason, of the Contract.</p>
19. Subcontracting	Not Applicable
20. Specifications and Standards	<p>20.1 Technical Specifications and Drawings</p> <p>(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section III, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.</p> <p>(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.</p> <p>(c) Wherever references are made in the Contract to technical specifications codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 31.</p>
21. Packing and Documents	<p>21.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.</p>
22. Insurance	<p>22.1 Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or</p>

	damage incidental to manufacture or acquisition, transportation, storage, and delivery.
23. Transportation	23.1 Unless otherwise specified in the Contract Data , responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.
24. Inspections and Tests	<p>24.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.</p> <p>24.2 The inspections and tests may be conducted on the premises of the Supplier, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 24.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>24.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 24.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>24.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</p> <p>24.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p> <p>24.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>24.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 24.4.</p> <p>24.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance</p>

	by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 24.6, shall release the Supplier from any warranties or other obligations under the Contract.
25. Liquidated Damages	25.1 Except as provided under CC Clause 30, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those Contract Data . Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 33.
26. Warranty	<p>26.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>26.2 Subject to CC Sub-Clause 20.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</p> <p>26.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for Twenty-Four (24) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.</p> <p>26.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p> <p>26.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>26.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. If the suppliers failed to repair the defect GOODS, supplier SHALL provide a replacement to the purchaser without any additional costs. In case, if supplier fails to repair or replace the defect GOODS, purchaser may withhold reasonable amount as compensation from the performance security in accordance with CC clause 18.</p>
27. Patent	27.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 27.2, indemnify and hold harmless the Purchaser

<p>Indemnity</p>	<p>and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <p>(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</p> <p>(b) the sale in any country of the products produced by the Goods.</p> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p> <p>27.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 27.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>27.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>27.4 The Purchaser shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>27.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
<p>28. Limitation of Liability</p>	<p>28.1 Except in cases of criminal negligence or wilful misconduct,</p> <p>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that</p>

	<p>this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement</p>
29. Change in Laws and Regulations	<p>29.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 13.</p>
30. Force Majeure	<p>30.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>30.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>30.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
31. Change Orders and Contract Amendments	<p>31.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 7, to make changes within the general scope of the Contract in any one or more of the following:</p> <p>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</p> <p>(b) the method of shipment or packing;</p> <p>(c) the place of delivery; and</p> <p>(d) the Related Services to be provided by the Supplier.</p> <p>31.2 If any such change causes an increase or decrease in the cost of,</p>

	<p>or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.</p> <p>31.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>31.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
<p>32. Extensions of Time</p>	<p>32.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 11, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>32.2 Except in case of Force Majeure, as provided under CC Clause 30, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 25, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 32.1.</p>
<p>33. Termination</p>	<p>33.1 Termination for Default</p> <p>(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <p>(i) <i>if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 32;</i></p> <p>(ii) <i>if the Supplier fails to perform any other obligation under the Contract; or</i></p> <p>(iii) <i>if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.</i></p> <p>(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 33.1(a), the</p>

	<p>Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>33.2 Termination for Insolvency.</p> <p>(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser</p> <p>33.3 Termination for Convenience.</p> <p>(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(i) <i>to have any portion completed and delivered at the Contract terms and prices; and/or</i></p> <p>(ii) <i>to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.</i></p>
<p>34. Assignment</p>	<p>34.1 Assignment</p> <p>a. Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.</p>

Section VI: 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(h)	The Purchaser is: Ministry of Digital Infrastructure and Information Technology
CC 7.1	For notices , the Purchaser's address shall be: <u>Attention:</u> Secretary, Ministry Procurement Committee, Ministry of Digital Infrastructure and Information Technology <u>Address:</u> 437,Galle Road, Colombo 03. Telephone: 0112577330, Facsimile number: 0112577331 Electronic mail address: cact@mdiitgov.lk
CC 14.1	The method and conditions of payment to be made to the supplier under this contract shall be as follows: <ul style="list-style-type: none">• Payment shall be made in Sri Lanka Rupees within thirty (30) days. Payments shall be made upon the completion of the training and completion of the examination by 100 participants. To obtain payments, the purchaser should issue a certificate to the service provider declaring that the vendor has delivered the service up to the level of the satisfaction and state that all contracted services have been performed.• Partial payment requests are not allowed.• No Advance payment
CC 16.1	Not relevant
CC 24.1	Service should be provided as mentioned in the Section III of the bidding document.
CC 25.1	Not relevant

Section VII - Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) **Ministry of Digital Infrastructure and Information Technology** and having its principal place of business at No.437,Galle Road, Colombo - 03 (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]