

BIDDING DOCUMENT

PROCUREMENT OF REGISTERED MOTOR CAR UNDER OPERATING LEASE
METHOD FOR 24 MONTHS (WITHOUT DRIVER)

Bid Number: SEC/FAD/01/07/23

**Securities and Exchange Commission of Sri Lanka
Level 28-29, East Tower, World Trade Center
Echelon Square
Colombo 01
Telephone: 0112143843**

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Request for Bids

Procurement of Registered Motor Car under Operating Lease Method for 24 months (without driver)

The Chairman, Department Procurement Committee (Major) on behalf of the Securities and Exchange Commission of Sri Lanka invites sealed bids from eligible and qualified bidders for the supply of Registered Motor Car under Operating Lease Method as stated below.

Terms and Conditions

Vehicle Type	: Motor car (01)
Vehicle Condition	: Vehicle with a mileage less than or equal 100,000 km at the point of submission of the bid, Year of Manufacture after 2016
Contract Period	: 24 Months
Eligible Suppliers	: Vehicle agents (franchise holders of world-renowned vehicle brands), Financial Institutions registered at the Central Bank of Sri Lanka or Car rental services with at least 10 vehicle fleet.
Services to be provided	: Lessor should bear all routine maintenance and repairs including annual licensing, emission testing and insurance.
Replace of Vehicle	: If repair and maintenance works take more than 24 hours, a similar type vehicle should be provided.

All bidders shall possess legal rights to supply the vehicle under the contract.

Details and forms pertaining to supply of a motor car under Operating Lease Method are available on the website of the SEC. (www.sec.gov.lk/advertisements/)

Interested bidders should send their bids by registered post or email (email to procurement@sec.gov.lk) or by hand in sealed envelopes to the below address to reach on or before **10.00 a.m.** on **07th August 2023** mentioning the subject as "**Registered Motor Car under Operating Lease Method**".

**Chairman of the Department Procurement Committee (Major)
Securities and Exchange Commission of Sri Lanka
Level 29, East Tower, World Trade Center
Echelon Square
Colombo 01
Telephone: 0112143843**

Section I. Instructions to Bidders (ITB)

ITB shall be read in conjunction with the Section II, Bidding Data Sheet (BDS), which shall take precedence over ITB.

A. General

1. Scope of Bid	1.1	The Purchaser indicated in the Bidding Data Sheet (BDS) , wishes to receive Bids for supply of 01 No. of Registered Motor Car and related services thereto (herein after referred to as the Goods) under Operating Lease Method as described hereof.
	1.2	Throughout these Bidding Documents
		(a) The term “in writing” means to communicate in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
		(b) If the context so requires, “singular” means “plural” and vice versa; and
		(c) “day” means calendar day
2. Source of Funds	2.1	Payments under this contract will be financed by the source specified in the BDS.
3. Eligible Bidders	3.1	Bidder should be vehicle agents who are franchise holders of world-renowned vehicle brands available in Sri Lanka, financial institutions under the Central Bank of Sri Lanka and car rental services (i.e. Rent a Car Companies) with at least 10 vehicles in the fleet.
	3.2	All bidders shall possess legal rights to supply the Goods under this contract.
	3.3	But priority will be given to in stock vehicles.
	3.4	The successful Bidder will be required to give satisfactory assurance of its stability and intention to supply the Goods and Services pursuant to the Contract, within the time set forth therein.
	3.5	A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they: <ul style="list-style-type: none"> (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the

		<p>preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or</p> <p>(b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.</p>
	3.6	A Bidder that is under a declaration of ineligibility by the Procurement Guidelines, at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the Procurement Guidelines
4. Eligible Goods and Related Services	4.1	All goods supplied under this contract shall be complied with applicable standards and in esculent quality.
B. Contents of Bidding Documents		
5. Clarification of Bidding Documents	5.1	Prospective Bidders requiring any further information or clarification of the Bidding documents may notify the Purchaser in writing or by fax to the Purchaser's mailing address indicated in the BDS. The Purchaser will respond in writing to any request for information or clarification of the Bidding Documents which it receives not later than (07) days prior to the deadline for the submission of Bids prescribed by the Purchaser. The Purchaser's response (including an explanation of the query) will be sent in writing or by fax to all prospective Bidders who have received the Bidding Documents.
C. Preparation of Bids		
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
7. Documents Comprising the Bid	7.1	<p>The Bid shall comprise the following:</p> <ul style="list-style-type: none"> a) Bid Submission Form and the applicable Price Schedule , in accordance with ITB Clauses 9, and 10; b) Bid-Securing Declaration, in accordance with ITB Clause 14; c) Documentary evidence in accordance with ITB Clauses 11, that the Goods and Related Services conform to the Bidding Documents d) Documentary evidence establishing the Bidder's qualifications to perform the contract if bid is accepted in accordance with ITB Clause 12; and e) Any other document required in the BDS
8. Alternative Bids	8.1	Alternative bids shall not be considered

9. Bid Prices and Discounts	9.1	The Bidder shall indicate on the Price Schedule the price of the vehicle it proposes to supply under the Contract. Price Schedule should be provided in the form given as " Annexure I ".
	9.2	Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.
	9.3	<p>(i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:</p> <ul style="list-style-type: none"> a) on components and raw material used in the manufacture or assembly of goods quoted; or b) on the previously imported goods of foreign origin <p>(ii) However, VAT shall not be included in the price but shall be indicated separately;</p> <p>(iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;</p> <p>(iv) the price of other incidental services</p>
	9.4	The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
10. Currencies of Bid	10.1	Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.
11. Documents Establishing the Conformity of the Goods and Related services	11.1	To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Schedule of Requirements.
	11.2	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 Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the schedule of Requirements.

	11.3	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if specified in the BDS following commencement of the use of the goods by the Purchaser.
12. Documents Establishing the Qualifications of the Bidder	12.1	The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
		(a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
		(b) that, if required in the BDS, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/ or Technical Specifications;
13. Period of Validity of Bids	13.1	Bids shall remain valid for ninety-one (91) days after the date of Bid closing prescribed by the Purchaser, pursuant to Clause 18. A bid valid for a shorter date shall be rejected by the Purchaser as non responsive.
14. Bid-Securing Declaration	14.1	A Bid Securing Declaration shall be furnish by the bidder as specified in the BDS
D. Submission and Opening of Bids		
15. Submission Sealing and Marking of Bids	15.1	Bidders may always submit their bids by mail or by hand.
	15.2	(a) On the top left hand corner of the envelope or parcel, the following should be clearly marked appropriately in separate cover for each item alone with the required documents. "Registered Motor Car under Operating Lease Method".
		(c) The name and address of the Bidder should be written on the bottom left hand corner of the envelope or parcel.
	15.3	The sealed envelope or parcel may also be submitted by the Bidder or by an Agent of the Bidder in the Tender Box kept in the SEC addressing to the Chairman of the Department Procurement Committee (Major), Securities and Exchange

		Commission of Sri Lanka, Level 29, East Tower, World Trade Center, Echelon Square, Colombo 01.
16. Deadline for Bid Submission	16.1	Bids must be sent to the " Chairman of the Department Procurement Committee (Major), Securities and Exchange Commission of Sri Lanka, Level 29, East Tower, World Trade Center, Echelon Square, Colombo 01 not later than 10.00 a.m. on 07/08/2023 .
17. Late Bids	17.1	The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 16. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected and returned unopened to the Bidder.
18. Bid Opening	18.1	The Bids will be opened in the presence of Bidders' representatives who choose to attend at the Auditorium of the Securities and Exchange Commission of Sri Lanka, Level 29, East Tower, World Trade Center, Echelon Square, Colombo 01. at 10.01 a.m. on 07/08/2023.
E. Evaluation and Comparison of Bids		
19. Clarification of Bids	19.1	To assist in the examination, evaluation, comparison and post qualification of the bid, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in respond to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered or permitted except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids.
20. Responsiveness of Bids	20.1	If a bid not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction or the material deviation, reservation or omission.
	20.2	A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation or omission. A material deviation, reservation, or omission is one that:
		(a) affects in any substantial way the scope, quality or performance of the Goods and Related Services specified in the Contract; or (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

		(c) if rectified would unfairly affect the competitive position or other bidders presenting substantially responsive bids.
21. Examination of Terms and Conditions; Technical Evaluation	21.1	The Purchaser shall examine the Bid to confirm that all terms and conditions have been accepted by the Bidder without any material deviation or reservation.
	21.2	The Purchaser shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
	21.3	If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive, the Purchase shall reject the Bid.
	21.4	The price quoted must be written clearly. The total amount of the Bid should be given in words as well as in figures.
22. Evaluation of Bids	22.1	The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
F. Award of Contract		
23. Award Criteria	23.1	The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
24. Notification of Award	24.1	Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
	24.2	Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract .
25. Signing of Contract	25.1	Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.
	25.2	Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.
26. Special Conditions of the procurement	26.1	Vehicle Condition: Vehicles obtained under this scheme should either be brand new or registered vehicles with a mileage less than or equal 100,000km at the point of submission of the bid.
	26.2	Eligible suppliers (lessor):

		The lessor should be vehicle agents who are franchise holders of world-renowned vehicle brands available in Sri Lanka, or financial institutions registered under the Central Bank of Sri Lanka, or registered car rental services (i.e. Rent a Car Companies) with at least 10 vehicles in the fleet.
	26.3	<p>Services to be provided:</p> <p>The lessor should bear all routine service and maintenance costs, including expenses on accident repairs as well as insurance and other related fees covering all kind of repairs. If repairs and maintenance works take more than 24 hours, or in a shorter period as per the requirement of the lessee, the lessor is required to provide a replacement vehicle of a similar type. Failure to do so will liable a non-payment of proportionate monthly hire.</p>
	26.4	The vehicle is procured through operational leasing method – use and return option, applying the Government Procurement procedure through competitive bidding process.
	26.5	Vehicle suppliers provide a fully maintained vehicle for a period of 24 months at a fixed rental basis.
	26.6	Vehicle imported under any concessionary permit scheme of the government cannot be leased out under the scheme.
	26.7	The vehicle should include the following features. Please refer the Technical Specification & Compliance form.
	26.9	Fuel and Driver will be supplied by the purchaser.
27. Payments	27.1	Monthly hire charge will be paid on or before 15 th of proceeding month. However, if the lessor fails to provide a replacement vehicle in the event of the vehicle being away from running, lessee has the right to withhold monthly payment and deduct proportionate amount from monthly charge.

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 notes mentioned for the relevant ITB Clauses)

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is the Securities and Exchange Commission of Sri Lanka
ITB 1.1	The name and identification number of the Contract is Procurement of Registered Motor Car under Operating Lease Method for 24 months (without driver) Bid No.: SEC/FAD/01/07/23
ITB 2.1	The source of funding is Government of Sri Lanka
	B. Contents of Bidding Documents
ITB 5.1	For Clarification of bid purposes only, the purchaser's address is; Attention: Director Finance & Administration Address: Securities and Exchange Commission of Sri Lanka, Level 28, East Tower, World Trade Center, Echelon Square, Colombo 01. Telephone: 011 2143873 Facsimile No: 011 2439149 Email Address: procurement@sec.gov.lk
	C. Preparation of Bids
ITB 7.1 (e)	The Bidder shall submit the following additional documents: a) The Bid shall be signed by the person duly authorized to do so and a letter issued by the company to confirm his signature should be submitted. b) Updated copy of the letter of business registration.
ITB 10.1	The Bidder shall quote the total bid price in Sri Lankan Rupees
ITB 13.1	The bid shall be validity until 06/11/2023
ITB 14.1	Bid Securing Declaration, valid until 05.12.2023 (120) days from the bid closing date, issued by the bidder, shall be furnished in the given format. (Annexure III)

D. Submission and Opening of Bids	
ITB 15 and 16	<p>For bid submission purposes, the Purchaser's address is:</p> <p>Attention: Chairman of the Department Procurement Committee (Major) Securities and Exchange Commission of Sri Lanka Level 29, East Tower, World Trade Center, Echelon Square, Colombo 01.</p> <p>The deadline for submission of bids is:</p> <p>Date: 07/08/2023</p> <p>Time: 10.00 a.m.</p> <p>The bid opening shall take place at:</p> <p>Address: Securities and Exchange Commission of Sri Lanka Auditorium, Level 29, East Tower, World Trade Center, Echelon Square, Colombo 01.</p> <p>Date: 07/08/2023</p> <p>Time: 10.01 a.m.</p>

Bid Submission Form

Date:

Bid No: **SEC/FAD/01/07/23**

The Chairman of the Department Procurement Committee (Major)
Securities and Exchange Commission of Sri Lanka

Gentlemen and/or Ladies:

Having examined the bidding documents, we, the undersigned, offer to supply of motor car under operational leasing method in conformity with the said bidding documents for the sum*[Total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

If our Bid is accepted, we will furnish a performance securing declaration for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for the Bid Validity Period specified in ITB Clause 14 of the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 3 of the bidding documents.

[The Bidder shall fill the bidder's information in accordance with the instructions indicated below and no alternations to its format shall be permitted and no substitutions shall be accepted.]

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
3. Bidder's Legal Address: <i>[insert Bidder's legal address]</i>
4. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/ Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i>

Email Address: *[insert Authorized Representative's email address]*

5. Attached are copies of original documents of : *[check the box of the attached original documents]*

- Articles of Incorporation or Registration of firm named in 1, in accordance with ITB Sub-Clauses 3.1 and 3.2.

Name and Designation

Duly authorized to sign Bid for and on behalf of

.....
Date

Price Schedule Annexure I

Supply of a Registered Motor Car manufactured after 2016 under the Operating Lease Method for a period of Twenty-Four (24) Months for the Securities and Exchange Commission of Sri Lanka

Name of the Bidder:

Model of the Motor Car:

Line Item No.	Description	Monthly rental for vehicle (excluding VAT) LKR	Discount (if any) LKR	Monthly rental after discount for vehicle (excluding VAT) LKR	VAT LKR	Monthly rental (Including VAT) LKR
01.	Monthly rental maximum mileage – 3,000 km per month (36,000km per year)					
02.	Rate per extra mileage					
03.	Other Charges (if any)					

The information mentioned in the “Annexure II” should also be provided in respective to the vehicle quoted.

Total monthly rental excluding VAT amount in word:.....(LKR). If my/ our offer is accepted, I/ We undertake to supply the above item at the quoted price as per the tender conditions.

.....
 Signature of the Bidder
 Name of the Authorized Person
 Designation & Official Seal

Technical Specifications and Compliance Form Annexure II

Supply of a Registered Motor Car manufactured after 2016 under the Operating Lease Method for a period of Twenty Four (24) Months for the Securities and Exchange Commission of Sri Lanka

No.	Item	Required Specifications	Offered Specifications (All the cells should be filled)	
			Bidder's response	If "No" comment/s on the offer
1	Make		(specify)	
2	Model		(specify)	
3	Type	Sedan car	(Yes/No)	
4	Year of Manufacture	after 2016	(specify)	
5	Total Mileage	Below 100,000 km (at the point of hiring the car)	(specify)	
6	Country of Origin		(specify)	
7	Air condition	Fully air conditioned – factory fitted or locally fitted (Mandatory)	(specify)	
8	Transmission	Auto (Mandatory)	(Yes/No)	
9	Engine Capacity	Minimum 1200CC – Maximum 1600CC	(specify)	
		Turbo/ Non-Turbo	(specify)	
10	Engine Type	EFI Petrol	(specify)	
11	Fuel Type	Petrol Hybrid or Petrol	(specify)	
12	Colour	White/Black/Silver/Metallic Gray	(specify)	
13	Tinted Side & Back Glasses		(specify)	
14	Rubber carpets inside	Mandatory	(Yes/No)	
15	Reverse camera installed with screen	Mandatory	(Yes/No)	
16	Drive Wheels	FWD	(Yes/No)	
17	Safety Options	Airbags (Mandatory)		
		Driver and front passenger	(Yes/No)	
		Head airbag front airbags	(Yes/No)	
		Side airbags for driver and passenger	(Yes/No)	
		Break system ABS (Mandatory)	(Yes/No)	
18	Exterior	Good condition	(Yes/No)	
		5 doors	(Yes/No)	
		Alloy Wheel	(Yes/No)	
	Interior	Mint condition	(Yes/No)	
19	Fuel Tank Capacity	35 liter minimum	(Yes/No)	
20	Registration	Vehicle must be registered under the name of the service provider	(Yes/No)	
21	Fuel Consumption	Please specify km/liter	(specify)	
22	Motor Car is replaced by similar standard motor car in case of repair/accident/breakdown (more than 24 hours)	(Mandatory)	(Yes/No)	

23	Monthly charge/Rent without TAX		(specify)	
24	Allowed km for the fixed monthly rental	3000 km per month	(specify)	
25	Charge per extra km without tax		(specify)	
26	Insurance	Should be fully insured (Mandatory)	(Yes/No)	
27	Delivery of Motor car to purchaser and commencement of hire/rent charge	Motor car should be delivered on a written request of purchaser and hire/rent is charged from the date of vehicle delivered.	(Yes/No)	
28	Other			
a	Bidder should be; a) a vehicle agent who is a franchise holder of world-renowned vehicle brands available in Sri Lanka; or b) a financial institution under the Central Bank of Sri Lanka; or c) a Rent-a-Car Company with at least 10 vehicles in the fleet	Please specify the category applicable from (a), (b), or (c).	(specify)	
b	Maintenance & Major Repair History		(specify)	
c	List of Users (Offered model)		(specify)	
d	Licensing & Insurance	Bidder should keep the Motor car licensed during the period including appropriate comprehensive insurance cover applicable to rent a car facility	(Yes/No)	
e	Service, Maintenance, & Repairs	Bidder should bear the cost of all regular services and maintenance work of the motor car including all accident repairs of the vehicle.	(Yes/No)	
f	Delivery of Motor car to purchaser:	Motor car should be delivered with a health report including interior & exterior conditions.	(specify)	

- All Mandatory requirements must be fulfilled by the bidder.
- If the given space is not enough, attach details separately.

Signature of the Bidder and the Company Seal
Name and Designation

.....
Date

Bid Securing Declaration Form - Annexure III

[If required the Bidder shall fill in this form in accordance with the instructions indicated in brackets; * delete as appropriate]

Date

Name of contract ...

Contract Identification No .

Invitation for Bid No .

To:

I/We*, the undersigned, declare that:

- i). I/We* & understand that, according to instructions to bidders (hereinafter “the ITB”), bids must be supported by a bid-securing declaration;
- ii). I/We* accept that we shall be suspended from being eligible for contract award in any contract where bids have been invited by any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Agency of Sri Lanka, for the period of time of three years (03) starting on the latest date set for closing of bids of this bid, if I/We:
 - (a). Withdraw our bid during the period of bid validity period specified; or
 - (b). Do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or
 - (c). Having been notified of the acceptance of our Bid by you, during the period of bid validity, fail or refuse to execute the Contract Form.
- iii). I/We* understand that if we are not the successful bidder this bid securing declaration shall expire, upon the earlier of (i) the successful bidder is awarded; or (ii) twenty-eight day after the expiration of our bid.

Signed [insert signature(s) of authorized representative]

In the capacity of [insert title]

Name [insert printed or typed name]

Dated on [insert day] day of [insert month], of [insert year]

Section VI - Conditions of Contract (CC)

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (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 fulfillment 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, vehicles, 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) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) “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.
- (l) “The Project Site,” where applicable, means the place named in the Contract Data.

- 2. Contract Documents** 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 whole.
- 3. Fraud and Corruption** 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:
- (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** 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Entire Agreement
- 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.
- 4.3 Amendment
- 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.
- 4.4 Severability
- 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.
- 5. Language** 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.

- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 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 with other internationally accepted standards, such as British Standards.
- 8. Notices**
- 8.1 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.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 10. Settlement of Disputes**
- 10.1 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.
- 10.2 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.
- 10.3 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.
- 11. Scope of Supply**
- 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 12. Delivery and Documents**
- 12.1 Subject to CC Sub-Clause 32.1, 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**.

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| 13. Supplier's Responsibilities | 13.1 | The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12. |
| 14. Contract Price | 14.1 | 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. |
| 15. Terms of Payment | 15.1 | The Contract Price shall be paid as specified in the Contract Data. |
| | 15.2 | 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 12 and upon fulfillment of all other obligations stipulated in the Contract. |
| | 15.3 | 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. |
| 16. Taxes and Duties | 16.1 | The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. |
| 17. Performance Security | 17.1 | If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Five percent (5%) of the Contract Price for the performance of the Contract. |
| | 17.2 | 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. |
| | 17.3 | 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. |
| | 17.4 | 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. |
| 18. Copyright | 18.1 | 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. |
| 19. Confidential Information | 19.1 | 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 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 19.

- 19.2 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.
- 19.3 The above provisions of CC Clause 19 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.
- 19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.

21. Specifications and Standards

- 21.1 Technical Specifications and Drawings
 - (a) The Vehicles and Related Services supplied under this Contract shall conform to the technical specifications and standards. 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 Vehicles' country of origin. These details should be provided in the "Annexure II".
 - (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.
 - (c) Wherever references are made in the Contract to 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 32.

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| 22. Packing and Documents | 22.1 | 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. |
| 23. Insurance | 23.1 | Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. |
| 24. Transportation | 24.1 | Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier. |
| 25. Inspections and Tests | 25.1 | 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. |
| | 25.2 | The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, 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 25.3, 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. |
| | 25.3 | The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, 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. |
| | 25.4 | 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. |
| | 25.5 | 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 impede 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. |

- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 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 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.
- 26. Liquidated Damages**
- 26.1 Except as provided under CC Clause 31, 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 34.
- 27. Warranty**
- 27.1 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.
- 27.2 Subject to CC Sub-Clause 21.1(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.
- 27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) 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.
- 27.4 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.
- 27.5 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.
- 27.6 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.
- 28. Patent Indemnity**
- 28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser 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:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) The sale in any country of the products produced by the Goods.

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.

28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, 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.

28.3 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.

28.4 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.

28.5 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.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or willful misconduct,
- (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 this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (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

- 30. Change in Laws and Regulations**
- 30.1 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 14.
- 31. Force Majeure**
- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 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.
- 31.3 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.
- 32. Change Orders and Contract Amendments**
- 32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) The Related Services to be provided by the Supplier.
- 32.2 If any such change causes an increase or decrease in the cost of, 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.

- 32.3 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.
- 32.4 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.
- 33. Extensions of Time**
- 33.1 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 12, 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.
- 33.2 Except in case of Force Majeure, as provided under CC Clause 31, 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 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.
- 34. Termination**
- 34.1 Termination for Default
- (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:
- (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 33;
- (ii) if the Supplier fails to perform any other obligation under the Contract; or
- (iii) 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.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the 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.
- 34.2 Termination for Insolvency.

- (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

34.3 Termination for Convenience.

- (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.
- (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:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) 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.

35. Assignment

- 35.1 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.

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 ¹ : Securities and Exchange Commission of Sri Lanka
CC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are ² : Securities and Exchange Commission of Sri Lanka
CC 8.1	For notices , the Purchaser's address shall be: Attention ³ : Director Finance & Administration Address: Securities and Exchange Commission of Sri Lanka, Level 28, East Tower, World Trade Center, Echelon Square, Colombo 01. Telephone: 011 2143813 Facsimile No: 011 2439149 Email Address: procurement@sec.gov.lk
CC 12.1	Details of Shipping and other Documents to be furnished by the Supplier are ⁴ .N/A
CC 15.1	<i>Sample provision[Select appropriately]</i> CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: A: For Vehicles offered within Sri Lanka Payment shall be made in Sri Lanka Rupees within fifteen (15) days of presentation of claim supported by a certificate from the Purchaser declaring that the Vehicles have been delivered and that all other contracted Services have been performed.
CC 25.1	The inspections and tests shall be ⁵ : Required
CC 25.2	The Inspections and tests shall be conducted: At the location of the final destination of delivery.
CC 26.1	The liquidated damage shall be ⁶ 1 % per week
CC 26.1	The maximum amount of liquidated damages shall be ⁷ : 10% of the contract value

