

# **BIDDING DOCUMENT**

## **Supply of Oil & Lubricants for SLLDC 2025**

**Procurement No :- S / 004 / 25**

**Closing Date :- 25<sup>th</sup> March 2025 at 13.30 hrs**

**MINISTRY OF URBAN DEVELOPMENT , CONSTRUCTION &  
HOUSING**

**Purchaser:**

Sri Lanka Land Development Corporation  
No. 3, Sri Jayawardenapura mawatha, Welikada, Rajagiriya

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# Invitation for Bids (IFB)

Sri Lanka Land Development Corporation

## Supply of Oil & Lubricants for SLLDC 2025

Procurement No:- S/004/25

1. This Invitation for Bids follows the General Procurement Notice for this Project that appeared in *Development Business*, issue no.
2. **Sri Lanka Land Development Corporation** of *Ministry of Urban Development , Construction and Housing* now invites sealed bids from eligible and qualified bidders for supply of Oil Lubricants and Grease.
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures and is open to all bidders from Eligible Source Countries as defined in the Guidelines.
4. Interested eligible bidders may obtain further information, inspect and purchase the Bid Documents, from Supplies Division of the Sri Lanka Land Development Corporation at No. 3, Sri Jayawardenapura mawatha, Welikada, Rajagiriya on any working day between **09.00 – 15.30 hrs** during the period **3<sup>rd</sup> March 2025 to 24<sup>th</sup> March 2025**.
5. Qualifications requirements include:
  - ***Being actively engaged as a local agent or an authorized representative, in supply of Oil & Lubricants for the past 05 years (2024– 2020) in Sri Lanka***
  - ***Having a local agency for the quoted brand in Sri Lanka for the last 05 years (2024– 2020).***
  - ***Successful completion of contracts for supply of not less than Rs. 100 million worth of Oil & Lubricants annually, during past 03 years (2024-2022) in Sri Lanka.***
  - ***Maintaining a Positive net worth for the past 03 years (2024-2022).***
  - ***Maintaining a Working Capital not less than Rs. 10 million for the past 03 years (2024-2022).***
6. A complete set of Bidding Documents in English may be purchased by interested bidders on the submission of a written Application to the address below and upon payment of a non-refundable fee of Sri Lankan Rupees **(LKR) 6,000.00** The Bidding Documents can be collected from Supply Division of Sri Lanka Land Development Corporation, upon making direct cash payment.
7. Bids must be delivered to the address below on or before **25<sup>th</sup> March 2025 at 13.30 hrs** Electronic bidding will not be permitted. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend in person. All bids must be accompanied by a Bid Security in the sum total of amounts indicated in Bid Document in the form of Bank Guarantee issued from a Bank registered under Central Bank of Sri Lanka.
8. The address referred to above is:

*Supplies Division  
Sri Lanka Land Development Corporation  
No. 3, Sri Jayawardenapura mawatha,  
Welikada, Rajagiriya  
Sri Lanka.*

Officer in Charge – Deputy General Manager (Supplies)

Tel. ++094 11 2866832

Fax. ++094 11 2862457

Electronic mail - supplies@sllrdc.lk

9. Bids shall be valid 91 days (up to **26<sup>th</sup> June 2025**) from the closing date of the bids.
10. The Pre-Bid meeting will be arranged on **14<sup>th</sup> March 2025** at Sri Lanka Land Development Corporation, No. 3, Sri Jayawardenapura mawatha, Welikada, Rajagiriya at 10.00 am.

Chairman,  
Department Procurement Committee,  
Sri Lanka Land Development Corporation  
No. 3, Sri Jayawardenapura mawatha,  
Welikada, Rajagiriya  
Sri Lanka.

# **PART 1 – Bidding Procedures**

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# Section I. Instructions to Bidders

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## A. General

### 1. Scope of Bid

- 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this National Competitive Bidding (NCB) procurement are **specified in the BDS**. The name, identification, and number of lots of are **provided in the BDS**.
- 1.2 Throughout these Bidding Documents:
  - (a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
  - (b) If the context so requires, “singular” means “plural” and vice versa; and
  - (c) “Day” means calendar day.

## B. Contents of Bidding Documents

### 2. Sections of Bidding Documents

2.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 4.

#### PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

#### PART 2 Supply Requirements

- Section VI. Schedule of Requirements

#### PART 3 Contract

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

2.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.

2.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.

2.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

### 3. Clarification of Bidding Documents

3.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 4 and ITB Sub-Clause 18.2.

### 4. Amendment of Bidding Documents

4.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

- 4.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.
- 4.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 18.2

### **C. Preparation of Bids**

- 5. Cost of Bidding** 5.1 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.
- 6. Language of Bid** 6.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 7. Documents Comprising the Bid** 7.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 8, 10
  - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 16, if required
  - (c) Documentary evidence in accordance with ITB Clause 11 establishing the Bidder's eligibility to bid;
  - (d) Documentary evidence in accordance with ITB Clause 12 that the Goods to be supplied by the Bidder are of eligible origin;
  - (e) Documentary evidence in accordance with ITB Clauses 13 and 24, that the Goods conform to the Bidding Documents;
  - (f) Documentary evidence in accordance with ITB Clause 14 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
  - (g) Any other document **required in the BDS**.
- 8. Bid Submission Form and Price Schedules** 8.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. 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.
- 8.2 The Bidder shall submit the Price Schedules for Goods,

according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

**9. Alternative Bids**

9.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

**10. Bid Prices and Discounts**

10.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.

10.2 All lots and items must be listed and priced separately in the Price Schedules.

10.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.

10.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.

10.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Inco terms, published by The International Chamber of Commerce, as specified in the **BDS**.

10.6 Prices shall be quoted as specified in each Price Schedule included in section IV, Bidding Forms.

10.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 24. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

10.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 10.4 provided the bids for all lots are submitted and opened at the same time.

**11. Documents  
Establishing the  
Eligibility of the  
Bidder**

11.1 To establish their eligibility, bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

**12. Documents  
Establishing the  
Eligibility of the  
Goods**

12.1 To establish the eligibility of the Goods, bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

**13. Documents  
Establishing the  
Conformity of the  
Goods**

13.1 To establish the conformity of the Goods 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 Section VI, Schedule of Requirements.

13.2 The documentary evidence may be in the form of literature or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods demonstrating substantial responsiveness of the Goods to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

13.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

**14. Documents  
Establishing the  
Qualifications  
of the Bidder**

14.1 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) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

(b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's obligations prescribed in the Conditions of Contract and/or

Technical Specifications; and

- (c) That the Bidder meets each of the qualification criterions specified in Section III, Evaluation and Qualification Criteria.

**15. Period of Validity of Bids**

- 15.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 15.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 15.3.
- 15.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

**16. Bid Security**

- 16.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
  - (a) Be submitted in its original form; copies will not be accepted;
  - (b) Remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 15.2;

**D. Submission and Opening of Bids**

**17. Submission, Sealing and Marking of Bids**

- 17.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.
  - (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 9, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance

with ITB sub-Clauses 17.2. and 17.3.

- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

17.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) Be addressed to the Purchaser in accordance with ITB Sub-Clause 18.1;
- (c) Bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
- (d) Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 21.1.

17.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

**18. Deadline for Submission of Bids**

18.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**.

18.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 4, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**19. Late Bids**

19.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 18. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

**20. Withdrawal, Substitution, and Modification of Bids**

20.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 17. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clause 17 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- (b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 18.

20.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 20.1 shall be returned unopened to the Bidders.

20.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the

expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

- 21. Bid Opening** 21.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 17.1, shall be as **specified in the BDS**.

## **E. Evaluation and Comparison of Bids**

- 22. Confidentiality** 22.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 22.2 Any effort by a Bidder to influence Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 22.3 Notwithstanding ITB Sub-Clause 22.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 23. Clarification of Bids** 23.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. 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, in accordance with ITB Clause 25.
- 24. Responsiveness of Bids** 24.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 24.2 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



of other bidders presenting substantially responsive bids.

- 24.3 If a bid is 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 of the material deviation, reservation, or omission.
- 25. Nonconformities, Errors, and Omissions**
- 25.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 25.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 25.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 25.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.
- 26. Preliminary Examination of Bids**
- 26.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 7 have been provided, and to determine the completeness of each document submitted.
- 26.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 8.1;
  - (b) Price Schedules, in accordance with ITB Sub-Clause 8.2;
  - (c) Bid Security or Bid Securing Declaration, in accordance with

ITB Clause 16, if applicable.

- 27. Examination of Terms and Conditions; Technical Evaluation**
- 27.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 27.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 13, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 27.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 24, it shall reject the Bid.
- 28. Domestic Preference**
- 28.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.
- 29. Evaluation of Bids**
- 29.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 29.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 29. No other criteria or methodology shall be permitted.
- 29.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) Evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 10;
  - (b) Price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 25.3;
  - (c) Price adjustment due to discounts offered in accordance with ITB Sub-Clause 10.4;
  - (d) Adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
  - (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 28 if applicable.
- 29.4 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) In the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
  - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good,

sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;

- (c) Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

29.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 10. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 29.3 (d).

29.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

**30. Comparison of Bids**

30.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 29.

**31. Post qualification of the Bidder**

31.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

31.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 14.

31.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**32. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**

32.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

**F. Award of Contract**

**33. Award Criteria**

33.1 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.

**34. Purchaser's  
Right to Vary  
Quantities at  
Time of Award**

34.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

**35. Notification of  
Award**

35.1 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.

35.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

35.3 The Purchaser shall publish in UNDB online and in the dg Market the results identifying the bid and lot numbers and the following information:

35.3.1.1 name of each Bidder who submitted a Bid;

35.3.1.2 bid prices as read out at bid opening;

35.3.1.3 name and evaluated prices of each Bid that was evaluated;

35.3.1.4 name of bidders whose bids were rejected and the reasons for their rejection; and

35.3.1.5 Name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

35.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 37, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 16.1

**36. Signing of  
Contract**

36.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.

36.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser

36.3 Notwithstanding ITB 36.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the

products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

**37. Performance  
Security**

- 37.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 16.1.
- 37.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## 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.**

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: <i>General Manager, Sri Lanka Land Development Corporation No. 3, Sri Jayawardenapura Mawatha, Weilkada, Rajagiriya, Sri Lanka</i>
ITB 1.1	The name and identification number of the NCB are: <i>S/004/25 Supply of Oil &amp; Lubricants for SLLDC 2025</i> number, identification and names of the lots comprising this ICB are: <i>Not applicable</i>
	The source of funding is: <b>OWN FUNDS OF SLLDC</b>
	B. Contents of Bidding Documents
ITB 3.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Attention: <i>Deputy General Manager (Supplies),</i> Address: <i>Sri Lanka Land Development Corporation No. 03, Sri Jayawardenapura mawatha,</i> City: <i>Welikada, Rajagiriya</i>  Country: <i>Sri Lanka</i>  Telephone: : ++ <b>094 112866832</b> Facsimile number: ++ <b>094 112862457</b> Electronic mail address: <i>supplies@sllrdc.lk</i>  Requests for clarification should be received by the Employer no later than: <i>07 <u>working days</u> before date of closing of bids.</i>
	C. Preparation of Bids
ITB 6.1	The language of the bid is: <i>English</i>
ITB 7.1 (h)	The Bidder shall submit the following additional documents in its bid: <i>nil</i>
ITB 9.1	Alternative Bids <i>shall not be</i> considered.

<b>ITB 10.6</b>	<p>“Final destination (Project Site)”:</p> <p><i>Sri Lanka Land Development Corporation, Base Workshop, No. 95, Kirimanadala mawatha, Narahenpita, Colombo 5, Sri Lanka.</i></p>
<b>ITB 10.7</b>	The prices quoted by the Bidder <i>shall not</i> be adjustable.
<b>ITB 10.8</b>	Prices quoted for each line item shall correspond at least to - <b>-100 % of the quantity specified for each line item.</b>
<b>ITB 13.3</b>	Period of time the Goods are expected to be functioning, as per OEM guidelines stated in the technical specifications.
<b>ITB 14.1 (a)</b>	Manufacturer’s authorization is: <i>required</i>
<b>ITB 15.1</b>	The bid validity period shall be <i>26<sup>th</sup> June 2025 (91 days from the date of close of bid)</i>
<b>ITB 16.1</b>	Bid shall include a Bid Security
<b>ITB 16.2</b>	<p>All bids shall be accompanied by a “Bid security” (as per the format given in the bidding document) of <b>Rs 200,000.00</b> Bid Security shall be from a commercial Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka. It shall be irrevocable and unconditionally en cashable upon the first written demand by the employer. Bid Security shall be valid up to ... <b>26<sup>th</sup> July 2025 (120 days from the date of close of bid)</b>. Cash bond also be submitted.</p>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 17.1</b>	Bidders <i>shall not</i> have the option of submitting their bids electronically.
<b>ITB 17.2 (c)</b>	<p>The inner and outer envelopes shall bear the following additional identification marks:</p> <p><i>Supply of Oil &amp; Lubricants for SLLDC 2025 No.: S /004/ 25 Not to be opened before 25<sup>th</sup> March 2025 at 13.30 hrs.</i></p>

<b>ITB 18.1</b>	<p>For bid submission purposes, the Purchaser’s address is:  Attention: <b><i>Chairman / Procurement Committee</i></b>  Address: <b><i>Sri Lanka Land Development Corporation</i></b>  <b><i>No. 3, Sri Jayawardenapura Mawatha, Welikada, Rajagiriya</i></b>  Country: <b><i>Sri Lanka</i></b>  The deadline for the submission of bids is:  Date: <b><i>25<sup>th</sup> March 2025</i></b> Time: <b><i>13.30 hrs.</i></b></p>
<b>ITB 21.1</b>	<p>The bid opening shall take place at:  Address : <b><i>Sri Lanka Land Development Corporation</i></b>  <b><i>No. 3, Sri Jayawardenapura Mawatha,</i></b>  <b><i>Welikada, Rajagiriya</i></b>  Country : <b><i>Sri Lanka</i></b>  Date : <b><i>25<sup>th</sup> March 2025</i></b>  Time : <b><i>13.30hrs - immediately after closing of bids</i></b></p>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 28.1</b>	Domestic preference <b><i>shall not</i></b> be a bid evaluation factor.
<b>ITB 29.3(a)</b>	<p>Evaluation will be done for: <b><i>Items</i></b>  Note: <b><i>Bids will be evaluated for each line item and the Contract(s) will comprise of the total of item(s) awarded to the successful Bidders.</i></b></p>

<b>F. Award of Contract</b>	
<b>ITB 34.1</b>	<p>The maximum percentage by which quantities may be increased is: <b>50 %</b>  The maximum percentage by which quantities may be decreased is: <b>50 %</b></p>
<b>ITB 37</b>	<p>A Performance Security Shall be required. The amount of the performance security shall be 10% of initial Contract Price.  The Performance Bond should be valid till <b>31<sup>st</sup> October 2026</b>  The Performance Security shall be in the form of: A Bank Guarantee issued by a reputable bank registered under the Central bank of Sri Lanka.  Discharge of the Performance Security shall take place: no later than 28 days following the date of completion of performance obligations under the contract.</p>



# Section III. Evaluation and Qualification Criteria

*This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser uses to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.*

## Contents

1. Evaluation Criteria (ITB 29.3 (d))
2. Multiple Contracts (ITB 29.6)
3. Post Qualification Requirements (ITB 31.2)

### **Domestic Preference (ITB 28.1)**

Shall not be applicable

### **1. Evaluation Criteria (ITB 29.3 (d))**

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted and one or more of the following factors as specified in ITB Sub-Clause 29.3(d) and in BDS referring to ITB 29.3(d), using the following criteria and methodologies.

- (a) No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive.
- (b) Deviation in payment schedule.

Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. No payment deviations shall be allowed.

### **2. Multiple Contracts (ITB 29.6)**

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 38.2 Post-Qualification Requirements)

### **3. Post-qualification Requirements (ITB 31.2)**

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 37.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- (a) **Financial Capability**

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

***Bidder shall submit audited financial statements for the past 03 years (2022-2024) to establish bidders financial capacities stated below:***

- ***Bidder's net worth for the past 03 years (2022-2024) shall be positive***
- ***Bidder's working capital for the past 03 years (2022-2024) shall not be less than Rs 10 million.***

**(b) Experience and Technical Capacity**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- ***Being actively engaged in supply of Oil Lubricants & Grease for last past 5 years (2024-2020) in Sri Lanka.***
- ***Successful completion of contracts for supply of not less than Rs. 100 million worth of Oil Lubricants & Grease annually, during past 03 years(2024, 2023&2022) in any Sri Lanka.***
- ***Shall have a local agent for the quoted brand, who has been in operation in Sri Lanka for the last 5 years (2024-2020).***

Documentary evidence submitted by Bidders shall specifically include the following:

- List of customers supplied in each of the years 2024, 2023 & 2022.
- List of Contracts completed & Values of same for supply of goods in each of the years 2024, 2023 & 2022.

**(c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:**

- Manufacturer of the imported products listed herein shall hold ISO 9001 Quality Assurance Certificate or equivalent for the relevant products offered.
- Locally manufactured good shall be accompanied with Warranties listed under Technical Specifications.

# Section IV. Bidding Forms

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## Bidder Information Form

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

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

NCB No :- *S/004/25*

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1. Bidder's Legal Name :
2. In case of JV, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's <u>Authorized</u> Representative Information Name: Address: Telephone/Fax numbers: Email Address:





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 ..... *[Month]*..... *[Year]* *[Insert date of signing]*

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# Price Schedule Forms

- The Bidder shall fill in these Price Schedule Forms 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 specified by the Purchaser in the Schedule of Requirements.
- Price schedule form shall be signed by **authorized signatory** to bid.

## PRICE SCHEDULE

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	
			<b>Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)</b>							
Line Item No.	Description of Goods or related services	Qty and unit	Unit price (inclusive of duties, sales and other taxes) Excluding VAT	Price per line item (Col. 3x4)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 4	Total Price Excluding VAT (Col 5+6)	Discounted Total price (if any) excluding VAT	VAT	Total Price Including VAT (Col. 7 or 8+9)	
01	Multipurpose Grease NLGI 2, Lithium base	3000 Kg								
02	Multipurpose Grease NLGI 2 with ISO VG 220 Base oil, operation temperature up to140C	1000 Kg								
03	Multipurpose Extreme Pressure Grease	16 Kg								
04	Hydraulic oil ISO VG 46,VI 110	5250 Liters								
05	Hydraulic oil ISO VG 68,VI 110	3150 Liters								
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	



Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)									
Line Item No.	Description of Goods or related services	Qty and unit	Unit price (inclusive of duties, sales and other taxes) Excluding VAT	Price per line item (Col. 3x4)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 4	Total Price Excluding VAT (Col 5+6)	Discounted Total price (if any) excluding VAT	VAT	Total Price Including VAT (Col. 7 or 8+9)
06	Hydraulic oil ISO VG 100	1680 Liters							
07	Transmission Oil SAE 10W	210 Liters							
08	Diesel Engine oil SAE 40, API CH4	1680 Liters							
09	Diesel Engine oil SAE 50, API CH	210 Liters							
10	Petrol Engine Lanka Super Plus SAE 40 or equivalent	210 Liters							
11	Petrol Engine oil SAE 15 W 40 API SN	40 Liters							
12	Monograde transmission oil SAE 90 GL 5	1260 Liters							
13	1000 THF UDT Premium Tractor Hydraulic Fluid or Equivalent	210 Liters							
14	Texamatic 1888 or Equivalent power steering oil	210 Liters							
15	Lupromax [1L]	20 Bottles							
16	Brake OIL dot 3 [500ml]	60 cans							
1	2	3	4	5	6	7	8	9	10

Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)									
Line Item No.	Description of Goods or related services	Qty and unit	Unit price (inclusive of duties, sales and other taxes) Excluding VAT	Price per line item (Col. 3x4)	Inland transportation, insurance and other related services to deliver the goods to their final destination if not included under column 4	Total Price Excluding VAT (Col 5+6)	Total price (if any) excluding VAT	VAT	Total Price Including VAT (Col. 7 or 8+9)
17	Brake OIL dot 3 [250ml]	150 cans							
18	Transmission oil SAE 85 W 140 GL 5	210 Liters							
19	Monograde transmission oil SAE 90 GL 4	210 Liters							
20	Petrol Engine Lanka Super Plus SAE30 or Equivalent	210 Liters							
21	Brake Oil DOT 4	2.5 Liters							
22	Diesel Engine oil SAE 15 W 40 API CI 4	3780 Liters							
23	Brake Oil DOT 5 [500ML]	5 cans							
24	Brake Oil DOT 5 [250ML]	5 cans							
<b>Total</b>									

Total Amount in Words:.....

Company Name :

Signature & Name of the Authorized Person to Sign :-

Company Seal :

Contact No: Mob:

Direct:

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# Manufacturer's Authorization

## Notes :

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

.....  
Date: *[insert date (as day, month and year) of Bid Submission]*  
NCB No:- **S/004/25**

To: **General Manager**  
**Sri Lanka Land Development Corporation**  
**Ministry of Urban Development & Housing**

## WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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

## **PART 2 – Supply Requirements**

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# **Section VI. Schedule of Requirements**

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## 1. List of Goods and Delivery Schedule

[ The Bidder shall fill in the column “Bidder’s Delivery date” ]

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination as specified in BDS	Delivery (as per Incoterms) Date	
					<i>Latest Delivery Date from date Bidder receives the letter of Acceptance</i>	<i>Bidder’s Delivery Date from the date Bidder receives the Letter of Acceptance</i>
1	Annex list				<i>Within two days With respect to Purchase Order(PO) issued.</i>	

Name of Bidder : ..... Signature of Bidder; ..... Date : .....

## Technical Specifications & Bidders Compliance

1. The Technical Specifications (TS) define the technical characteristics of the Goods required by the Purchaser. In general the TS shall require that all goods to be incorporated in the goods be **new, unused, and of the most recent or current models, and that they incorporate all recent improvements unless provided for otherwise in the contract.**
2. Technical Responsiveness of the goods offered by Bidder shall be evaluated against the Purchasers Technical Specifications given herein.
3. Bidder shall insert relevant technical details of the goods offered and copies of supportive documents where requested. **Non-provision of technical details/ characteristics of good in the tables provided may cause rejection of goods offered.**

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# Technical Specifications

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**PART 3 - Contract**

# Section VII. General Conditions of Contract

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## Section VII. General Conditions of Contract

### 1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) .
  - (b) “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.
  - (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
  - (d) “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.
  - (e) “Day” means calendar day.
  - (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (g) “GCC” means the General Conditions of Contract.
  - (h) “Goods” means all of the commodities, raw material and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
  - (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
  - (j) “Purchaser” means the entity purchasing the as specified in the SCC.
  - (k) “SCC” means the Special Conditions of Contract.
  - (l) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied is subcontracted by the Supplier.
  - (m) “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.

- (n) “The Project Site,” where applicable, means the place named in the SCC.

## **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 If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 day notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 28 shall apply as if such expulsion had been made under Sub-Clause 28.1.

(a) For the purposes of this Sub-Clause:

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>1</sup>;

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation<sup>2</sup>;

(iii) “collusive practice” is an arrangement between two or more parties<sup>3</sup> designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>4</sup>;

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or

---

<sup>1</sup> “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes employees of other organizations taking or reviewing procurement decisions.

<sup>2</sup> “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>3</sup> “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

<sup>4</sup> “Party” refers to a participant in the procurement process or contract execution.

obstructive practice during the purchase of the Goods, then that employee shall be removed.

#### **4. Interpretation**

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.
- 4.3 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.
- 4.4 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.
- 4.5 Non-waiver
- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 4.6 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 the language specified in the

SCC. 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 The Supplier shall have the nationality of an eligible country. A Supplier shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

**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 SCC. 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 Purchaser's Country, unless otherwise specified in the SCC.

## **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 rules of procedure specified in the SCC.
- 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 to be supplied shall be as specified in the Schedule of Requirements.

## **12. Delivery and Documents**

- 12.1 Subject to GCC Sub-Clause 26.1, the Delivery of the Goods shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements.

## **13. Supplier's Responsibilities**

- 13.1 The Supplier shall supply all the Goods included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

## **14. Contract Price**

- 14.1 Prices charged by the Supplier for the Goods supplied under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price

## **15. Terms of Payment**

- 15.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 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 by the documents submitted pursuant to GCC 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 sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 15.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 15.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

#### **16. Taxes and Duties**

Applicable taxes duties {ie VAT and NBT} to be included in the bidding document

#### **17. Confidential Information**

- 17.1 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.
- 17.2 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 Purchaser for any purpose other than the performance of the Contract.
- 17.3 The obligation of a party under GCC Sub-Clauses 17.1 and 17.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
  - (b) now or hereafter enters the public domain through no fault of that party;
  - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 17.4 The above provisions of GCC Clause 17 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.

17.5 The provisions of GCC Clause 17 shall survive completion or termination, for whatever reason, of the Contract.

**18. Specifications and Standards**

18.1 Technical Specifications

- (a) The Goods supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, 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.
- (b) The Supplier shall be entitled to disclaim responsibility for any data, specification or other document, or any modification thereof 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 GCC Clause 26.

**19. Transportation**

19.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

**20. Liquidated Damages**

20.1 Except as provided under GCC Clause 25, 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 SCC 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 SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 28.

## **21.Warranty**

- 21.1 The Supplier warrants that all the Goods are new, unused and that they incorporate all recent improvements unless provided otherwise in the Contract.
- 21.2 Subject to GCC Sub-Clause 18.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier under normal use in the conditions prevailing in the country of final destination.
- 21.3 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.
- 21.4 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously replace the defective Goods thereof, at no cost to the Purchaser.
- 21.5 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, 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.

## **22.Patent Indemnity**

- 22.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 22.2, 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, 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 or materials not supplied by the Supplier, pursuant to the Contract.

- 22.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 22.1, 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.
- 22.3 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.
- 22.4 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.
- 22.5 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, 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 data, specification, or other documents or materials provided or by or on behalf of the Purchaser.

**23.Limitation of Liability**

- 23.1 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 replacing defective item, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

**24.Change in Laws and Regulations**

- 24.1 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 the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) 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 GCC Clause 14.

## **25. Force Majeure**

25.1 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.

25.2 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.

25.3 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.

## **26. Change Orders and Contract Amendments**

26.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) 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

26.2 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.

26.3 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.

26.4 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.

## **27. Extensions of Time**

27.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods pursuant to GCC 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.

27.2 Except in case of Force Majeure, as provided under GCC Clause 25, 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 GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 27.1.

## **28. Termination**

28.1 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 GCC Clause 27;

(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 GCC 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 GCC Clause 35.1(a), the

Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**28.2 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

**28.3 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.

**29. Assignment**

- 29.1 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 VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). **Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.**

<b>GCC 1.1(j)</b>	The Purchaser's country is: <i>Democratic Socialist Republic of Sri Lanka</i>
<b>GCC 1.1(k)</b>	The Purchaser is : <i>General Manager Sri Lanka Land Development Corporation Ministry of Urban Development &amp; Housing</i>
<b>GCC 1.1 (q)</b>	The Final Destination is :  <i>Sri Lanka Land Development Corporation, Base Workshop No. 95, Kirimanadala Mawatha, Narahenpita, Colombo 5, Sri Lanka.</i>
<b>GCC 5.1</b>	The language shall be: <i>English</i>
<b>GCC 8.1</b>	For <b>notices</b> , the Purchaser's address shall be:  Attention: <i>Deputy General Manager(Supplies and Stores)</i> Street Address: <i>Sri Lanka Land Development Corporation, No. 3, Sri Jayawardenapura Mawatha,</i>  City: <i>Welikada, Rajagiriya</i>  Country: <i>Sri Lanka</i>  Telephone: 094 -11-2866832  Facsimile number: 094 -11-2862457  Electronic mail address: <i>supplies@sllrdc.lk</i>
<b>GCC 9.1</b>	The governing law shall be the law of:  <i>Democratic Socialist Republic of Sri Lanka</i>



<p><b>GCC 10.2</b></p>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p>Clause 10.2 (a) shall be applicable in the case of a Contract with a national of the Purchaser's country.</p> <p>(a) <b><i>Contract with foreign Supplier:</i></b></p> <p>GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p>(b) <b><i>Contracts with Supplier; national of the Purchaser's country:</i></b></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.</p> <p>Arbitration shall be conducted in accordance with Arbitration Act 11 of 1995, at a venue in Colombo, Sri Lanka, as decided by the appointed Arbitrator.</p>
<p><b>GCC 12.1</b></p>	<p>Partial delivery as per SLLDC requirement.</p>
<p><b>GCC 14.1</b></p>	<p>The prices charged for the Goods supplied performed <b><i>shall not</i></b> be adjustable.</p>
<p><b>GCC 15.1</b></p>	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b><i>Payment for Goods from within the Purchaser's country:</i></b></p> <p>Payment for Good and services supplied from within the purchaser's country shall be made in Sri Lankan Rupees (LKR) as follows.</p> <p>Payment Terms : 30 days credit from the delivery date.</p>
<p><b>GCC 15.5</b></p>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be <b><i>30 days</i></b>.</p> <p>The interest rate that shall be applied is :</p> <p><b><i>monthly commercial borrowing rate published by Central Bank of Sri Lanka applicable on the last day of delay period.</i></b></p>
<p><b>GCC 20.1</b></p>	<p>The liquidated damage shall be: <b><i>0.33 % per calendar day</i></b></p>
<p><b>GCC 20.1</b></p>	<p>Maximum amount of liquidated damages shall be: <b><i>10% of Contract Price</i></b></p>
<p><b>GCC 21.5</b></p>	<p>The period for replacement shall be: <b><i>15 days</i></b>.</p>

## **Section IX. Contract Forms**

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# 1. Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

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

BETWEEN

**(1)General Manager Ministry of Urban Development & Housing** of the **Government of Democratic Socialist Republic of Sri Lanka** and having its principal place of business at **Sri Lanka Land Development Corporation, No.3, Sri Jayawardenapura mawatha, Welikada, Rajagiriya.**

(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, viz., *[insert brief description of Goods]* 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) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) The Supplier’s Bid and original Price Schedules
  - (e) The Purchaser’s Notification of Award
  - (f) *[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 *[insert the name of the Contract governing law country]* 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]*

DO NOT COPY

## 2. Performance Security

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

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

NCB No:- S/004/25

### **Supply of Oil & Lubricants for SLLDC 2025**

Bank's Branch or Office: *[insert complete name of Guarantor]*

**Beneficiary:**     **General Manager,**  
                          **Sri Lanka Land development Corporation,**  
                          **Ministry of Urban Development & Housing**

**PERFORMANCE GUARANTEE No.:**     *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>5</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]**[insert year]*,<sup>6</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

..... *[signatures of authorized representatives of the Bank and the Supplier]*

<sup>5</sup> The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

<sup>6</sup> Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

## Form of Bid Security

..... (insert issuing agency's name , and address of issuing branch or office)

**Beneficiary : -** General Manager,  
Sri Lanka Land Development Corporation,  
No 03 Sri Jayawardanapura Mawatha  
Welikada Rajagiriya  
[“ insert(by PE) name and address of employer]

**Date** ..... [insert (by issuing agency) date]

**BID GUARANTEE**..... [insert(by issuing agency) number]

We have been informed that

..... [insert(by issuing agency) name of the Bidder] (herein after called “the bidder”) has submitted to you its bid dated..... [ insert (by issuing agency) date](hereafter called “the Bid”) for the execution of [insert name of contract] under invitation for bids No..... [insert IFB number](“the IFB”)

Furthermore, we understand that , according to your conditions , Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ..... [insert issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of .....[insert amount in figure]... ..... [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 condition, 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 (here in after “the ITB” ); or
- (c) Having been notified of the acceptance of its Bids by the employer during the period of bid validity, (i) fails or refuses to execute the Contact form, if required , or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

The 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 he earlier of (i) the successful bidder furnishing the performance security, otherwise it will remain in force up to ..... (insert date)

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

---

[Signature(s) of authorized representative(s)]

DO NOT COPY