

COPY

DEPARTMENT OF FISHERIES AND AQUATIC RESOURCES

**BIDDING DOCUMENT
FOR
THE SUPPLY, DELIVERY, INSTALLATION, TESTING &
COMMISSIONING OF
RADIO COMMUNICATION EQUIPMENT
250W SSB HF RADIO**

CONTRACT NO : DFAR-DPC-2024-02-01

**Chairman,
Department Procurement Committee,
Department of Fisheries and Aquatic Resources,
3rd Floor, New Secretariat Building,
Maligawatta,
Colombo 10.**

DEPARTMENT OF FISHERIES AND AQUATIC RESOURCES

CONTRACT NO : DFAR-DPC-2024-02-01

INVITATION OF BIDS FOR
THE SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF RADIO COMMUNICATION
EQUIPMENTS

Document Issued to :

Department of Fisheries and Aquatic Resources

Receipt No. :

Date :

.....
Signature of Issuing Officer

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SCOPE OF THE BID

DEPARTMENT OF FISHERIES AND AQUATIC RESOURCES

CONTRACT NO : DFAR-DPC-2024-02-01

INVITATION OF BIDS FOR

THE SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF RADIO COMMUNICATION
EQUIPMENTS

SCOPE OF THE BID

1. Bids are hereby invited for the Supply, Delivery, Installation, Testing and Commissioning of Radio Communication Equipment for Department of Fisheries and Aquatic Resources, Colombo 10.
2. Bidders shall propose and provide all relevant equipment/resources or any other item required to run the proposed Equipment if the available equipment/resources mentioned the specification of DFAR is inadequate. The proposed Equipment shall be a fully functional equipment/resources offered shall be proven products.
3. The work shall include following:
 - 3.1. Installation of the proposed Radio Communication Equipment at the customer indicated locations without any burden to the customer.
 - 3.2. Testing and Commissioning of the Equipment shall be carried out by the supplier after installation at customer location.
 - 3.3. Local training shall be provided for the staff of the customer by the supplier, free of charge, at installation locations.
 - 3.4. The solution shall have a warranty as specified in clause 19 “Warranty & After Sale Support”, under Specific Conditions of Bid.
4. Project Milestones
The Supply, Delivery, installation, testing and commissioning and any other activity of proposed Equipment shall be completed within Three (03) months from the date of LC.

5. Deliverables

The criteria mentioned on this section shall be ensured during the project lifecycle.

- 5.1. License copies of the items provided.
- 5.2. Supplier to provide User Manuals, Installation Manuals, Troubleshooting/Service Manuals and Detail documentations on solution in English language during the delivery of the item.
- 5.3. Supplier to provide Test Equipment/special tools and Deployment kit. (if applicable)
- 5.4. Any other items which are required for a fully functional system.

The Contractor shall provide advanced proven products that do not require any further research and development, and are in current production and in service in a number of other locations.

INSTRUCTION TO BIDDERS

DEPARTMENT OF FISHERIES AND AQUATIC RESOURCES

CONTRACT NO : DFAR-DPC-2024-02-01

INVITATION OF BIDS FOR

THE SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF RADIO COMMUNICATION
EQUIPMENTS

INSTRUCTIONS TO BIDDERS

1. **Definitions**

- 1.1. **Bid** means a formal offer indicating the price for the scope of work, compliance with specifications and other terms to execute all Work related to the Supply, Delivery, Installation, Testing and Commissioning of Radio Communication Equipment.
- 1.2. **Bidder** means party who submits a formal offer to execute all Work related to the Supply, Delivery, Installation, Testing and Commissioning of Radio Communication Equipment.
- 1.3. **Buyer** means Department of Fisheries and Aquatic Resources (DFAR) who is inviting offers from prospective Bidders to execute all Work related to the Supply, Delivery, Installation, Testing and Commissioning of Radio Communication Equipment.
- 1.4. **Contract** means formal agreement between selected Bidder and Buyer to execute all Work related to the Supply, Delivery, Installation, Testing and Commissioning of Radio Communication Equipment.
- 1.5. **Successful Bidder** means, the Bidder who's Bid has been accepted to execute all Work related to the Supply, Delivery, Installation, Testing and Commissioning of Radio Communication Equipment.
- 1.6. **Employer/Company** means Department of Fisheries and Aquatic Resources. (DFAR)
- 1.7. **Contractor** means the successful bidder who's bid has been accepted and entered into contract with the Employer.
- 1.8. **Goods** mean commodities, raw materials, products, equipment, tools, software, documents and other physical objects of every description, which are necessary to execute the Contract.
- 1.9. **Life Time** means the minimum operational period of offered Radio Communication Equipment during which the Bidder guarantees to provide the 'support' to maintain the system operational as specified and agreed by the Contact agreement.

- 1.10. **Services** means delivery of goods to Site, safeguard of equipment from the delivery to the site until Site Acceptance Test (SAT), installation, auditing, testing at site, training at site and on-site assistance to be provided by the Bidder under this Contract.
- 1.11. **Technical Specifications** means the document, where the features and characteristics of the Radio Communication Equipment and Services being the subject matter of this Contract are described.
- 1.12. **Work** means all activities, including supply of Goods & Services, associated with the Supply, Delivery, Installation, Testing and Commissioning of the Radio Communication Equipment.

2. **Bidding Document**

- 2.1. Bidding Document comprises of: "Scope of the Bid", "Instructions to Bidders", "Specific Instructions to Bidders", "General Conditions of Bid", "Specific Conditions of Bid", "Form of Bid", "Composition of the Project", "Specifications", "Statement of Compliance with the Specifications", "Bidding Data Sheet / Offer Sheet", "Specimen Form of Bid Guarantee", "Specimen Form of Performance Guarantee" and "Specimen Form of Contract Agreement".
- 2.2. Bids shall be made on the documents obtainable from the official DFAR Website www.fisheriesdept.gov.lk or office of Accounts Division of DFAR , between 9.00 a. m. to 3.00 p. m. on working days from **18th June 2024 to 29th July 2024** on payment of a non-refundable Bid Document Fee of Ten Thousand Sri Lankan Rupees (Rs.10,000) or Thirty three United States Dollars (USD 33). The payment should be made in cash or bank draft written in favour of Director General, Department of Fisheries and Aquatic Resources with the following account details. A photocopy of the official receipt or Bank confirmation obtained for the payment of the non-refundable Bid Document Fee shall be attached to the Bid.

Bank of Ceylon

Account No. 0007042638

Branch Code: 747

Taprobane Branch,

Colombo 01.Sri Lanka.

SWIFT Code: BCEYLKLX

- 2.3. The Officer signing the Bid document shall be duly authorized by the Bidding Company with a resolution of its Board of Directors or by a Power of Attorney properly executed by the Company.
- 2.4. Bidders shall strictly follow the formats given in the Bidding Document for the preparation of Bids. Each page of the Bidding Document shall be numbered and signed.
- 2.5. Bids duly signed & dated must be submitted in duplicate and must be placed in separate sealed covers and marked respectively:

'ORIGINAL BID'

**For the Supply, Delivery, Installation, Testing & Commissioning of
Radio Communication Equipment
Contract No: DFAR-DPC-02-01**

'DUPLICATE BID'

**For the Supply, Delivery, Installation, Testing & Commissioning of
Radio Communication Equipment
Contract No: DFAR-DPC-02-01**

The two (02) envelopes shall be enclosed in one securely sealed cover and sent by Registered Post or courier service addressed to:

**Chairman,
Department Procurement Committee,
Department of Fisheries and Aquatic Resources,
3rd Floor, New Secretariat Building,
Maligawatta,
Colombo 10. Sri Lanka.**

The sealed cover shall bear the superscription **"Invitation of Bids for the Supply, Delivery, Installation, Testing and Commissioning of Radio Communication Equipment.**

Bids may also be deposited in the box provided for this purpose at the above address. If Bidders so desire, they may personally handover the sealed Bids to the Accounts Division of DFAR and obtain an acknowledgement.

3. **Closing of Bid / Bid Opening**

- 3.1. Bids will be closed at **2.00 PM on 30th July 2024** at the Department procurement committee, Department of Fisheries and Aquatic Resources, 3rd Floor, New Secretariat Building, Colombo 10. and will opened immediately thereafter.
- 3.2. Any Bid received after the closing time will be rejected unopened. Postal or other delays will not be considered as valid reasons for acceptance of late bids.
- 3.3. Bidders or their duly authorized representatives shall be present at the time of opening of Bids. The names of Bidders as well as the price quoted will be read out at the opening of Bids.

4. **Qualification, Eligibility and requirement of the bidder**

- 4.1. Principal/Manufacturer of the equipment may also apply and the details of the local representative should be declared. Such Company or institution should have been registered in their respective country and such authorization/registration letters should be forwarded with the bidding documents.
- 4.2. If the bidder is the local agent of the Principal/Manufacturer of the equipment, bidder shall be a firm registered in Sri Lanka under the Business Names Registration Ordinance or incorporated under the companies Act, No. 7 of 2007.
- 4.3. This invitation for Bids is open to accredited agents of Radio Communication Equipment those who have valid Vender license issued by the Telecommunication Regulatory Commission of Sri Lanka.
- 4.4. Bidder should have minimum 05 years of experience in the Business of Radio Communication equipment within Sri Lanka and should provide minimum 03 years of records of such experiences during the past 7 years with evidence.
- 4.5. Bidder must have appropriate workshop facilities for Radio Communication equipment in Sri Lanka to minimize downtime. Details of technical staff should also be provided.

5. **Personnel or firms comes under the following categories will not be considered for the award of the contract**

- 5.1. Who are in the Company/State Defaulting Contractors' List
- 5.2. Who had/is having unresolved disputes with the DFAR
- 5.3. Who are in arrears in any payment owing to the DFAR

- 5.4. Who are in breach of any obligation towards the DFAR including default as a surety
- 5.5. Who have failed to perform diligently any previous contract with the DFAR

6. **Amendment to Bidding Documents**

At any time prior to the deadline given for submission of bids, the Procurement Committee may amend the Bidding Document by issuing an Addendum. The amendment shall form an integral part of the bidding documents. The bidders should acknowledge the receipt of the amendments.

7. **Preparation of Bids**

Language of Bids

The language of the bids should be English and any correspondence between the Bidder and the DFAR or vice versa shall be in English.

8. **Bid Guarantee**

Bids not accompanied by a Bid Guarantee will be rejected. Please refer Clause 03 of “General Conditions of Bid” for details.

9. **Notifications of Acceptance**

- 9.1. Notice of acceptance of the Bid will be sent to the selected Bidder by “Registered Post” in the form of a “Letter of Award” to the address given on the Bid.
- 9.2. If there is a change in Bidders address, bidder shall forthwith notify the “Accountant (Supplies), 3rd Floor, Department of Fisheries & Aquatic Resources, New Secretariat Building, Maligawatta, Colombo 10”. Email to dfaracpro@gmail.com.

10. **Evaluation of Bids**

All Bids will be evaluated and compared on the following criteria.

- 10.1. Compliance with the Instructions / Specific Instructions / General Conditions of Bid / Specific Conditions of Bid.
- 10.2. Conformity with the Specifications.
- 10.3. Proof of Ability.
- 10.4. Manufacturers Guarantee / Warranty offered.
- 10.5. Standards.

- 10.6. Prices.
- 10.7. For evaluation, exchange rate at the BID opening date will be considered.

11. **As per the Public Contracts Act No. 03 of 1987,**

- 11.1. No Bid, if submitted by an agent, sub-agent, representative or nominee for or on behalf of a Bidder shall be accepted for the purpose of evaluation unless the said agent, sub-agent, representative or nominee produces at the time of submission of the Bid, a Certificate issued under Section 11 (1) of the Public Contracts Act No. 03 of 1987.
- 11.2. Every Bidder who has himself submitted a Bid and who has been shortlisted for consideration of award, shall being so shortlisted produce a Certificate issued under Section 11 (1) of the Public Contracts Act No. 03 of 1987 prior to award. No Bidder to whom this Condition applies shall be eligible for award of the Contract unless he has complied with the terms hereof.
- 11.3. Regardless of whether the Bid was submitted by the Bidder himself or by an agent, sub-agent, nominee or representative for or on behalf of a Bidder, the person that submitted the successful Bid shall register the ensuing Contract with the Registrar of Companies.

12. **Mandatory Documents to be submitted with the Bid**

The following Documents shall accompany the Bid. Bids that do not accompany any one of these documents will be rejected.

- 12.1. A copy of the official receipt obtained for payment of non-refundable Bidding Document Fee.
- 12.2. "General Conditions of Bid" duly signed.
- 12.3. "Specific Conditions of Bid" duly signed.
- 12.4. "Equipment List" filled and duly signed.
- 12.5. "Form of Bid" duly completed and signed with company seal.
- 12.6. "Composition of the Project" duly completed and signed.
- 12.7. "Statement of Compliance" with the Specifications duly completed and signed.
- 12.8. "Bidding Data Sheet / Offer Sheet" duly completed and signed with company seal.
- 12.9. Resolution of the Board of Directors/Power of Attorney issued authorizing the submission of the Bid as per clause 2.3 hereof.
- 12.10. Bid Guarantee vide clause 03 of "General Conditions of Bid".
- 12.11. Printed catalogues and brochures vide Clause 08 of "General Conditions of Bid".

- 12.12. Copy of VAT Registration (If applicable) [Applicable to Local Organizations only]
- 12.13. Articles of Association [Applicable to Local Organizations only].
- 12.14. Certificate of Incorporation / Business Registration
- 12.15. Specific Documents mentioned under Section 02 of “Specific Instructions to Bidders”.
- 12.16. Documents to confirm the Proof of Ability of the Bidder.
- 12.17. Spare Parts Cost Breakdown with annual price escalation formula for a period of 10 years.
- 12.18. Valid Vender license issued by the Telecommunication Regulatory Commission of Sri Lanka.

13. **Further information, if necessary, could be obtained from the following;**

Telephone : +94 11 4340746/+94 11 2431448/+94 11 2472185

Fax : +94 11 2472185

E-mail : dfaracpro@gmail.com

Chairman,
Department Procurement Committee,
Department of Fisheries and Aquatic Resources,
3rd Floor, New Secretariat Building,
Maligawatta, Colombo 10.

SPECIFIC INSTRUCTIONS TO BIDDERS

DEPARTMENT OF FISHERIES AND AQUATIC RESOURCES

CONTRACT NO : DFAR-DPC-2024-02-01

INVITATION OF BIDS FOR

THE SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF RADIO COMMUNICATION
EQUIPMENTS

SPECIFIC INSTRUCTIONS TO BIDDERS

1. Specific Documents to be submitted with the Bid

- 1.1. Documents to prove conformity to Technical Specification of the offered Radio Communication Equipment as per Specifications.
- 1.2. Certification by the Bidder that all hardware and software proposed for the solution will work to meet the expected performance. The contractor is responsible to solve if such issues arises during the project.
- 1.3. Details of recent installations as per General Conditions of Bid.
- 1.4. List of technical personnel to be involved in the contract as per General Conditions of Bid.
- 1.5. List of Hardware Equipment.
- 1.6. Schedule for On-site Operational and Technical training as per "Specific Conditions of Bid".
- 1.7. If the Bidder is not the Principal/Manufacturer, Audited financial statements of the immediate past three (03) years and Bank Statements for the immediate past three (03) months of the bidder.
- 1.8. If the Bidder is not the Principal/Manufacturer, Bidder shall have the authorization from the Principal/Manufacturer to supply the relevant Equipment in Sri Lanka and shall furnish Documentary evidence in this regard.
- 1.9. If the Bidder is not the Principal/Manufacturer, Bidder shall submit a recommendation letter from the Principal/Manufacturer stating the ability of the bidder to successful implementation of the proposed solution.
- 1.10. A List containing information on all installations of the proposed product/model with contact details shall be provided.

- 1.11. Principal/Manufacturer shall provide a written assurance stating that spare parts for all the equipment are available for a period of ten (10) years at the Principal/Manufacture and they are willing to sell spare parts directly to the DFAR
- 1.12. Valid Vender license issued by the Telecommunication Regulatory Commission of Sri Lanka.

Chairman,
Department Procurement Committee,
Department of Fisheries and Aquatic Resources,
3rd Floor, New Secretariat Building,
Maligawatta, Colombo 10.

GENERAL CONDITIONS OF BID

DEPARTMENT OF FISHERIES AND AQUATIC RESOURCES

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GENERAL CONDITIONS OF BID

1. **General**

- 1.1. Bidders shall acquaint themselves fully with General & Specific Instructions, General & Specific Conditions of Bid and the Specifications. No plea of lack of information or insufficient information will be entertained at any time.
- 1.2. The Bids and any Contract resulting there from shall be governed by and construed according to Laws of Sri Lanka.
- 1.3. No Bid shall be considered unless all the conditions laid down in the document have been strictly fulfilled.

2. **Power of Procurement Committee to Accept or Reject Bids**

The Department Procurement Committee reserves the right to reject any or all Bids or any portion of the Bid without adducing any reason. The Procurement Committee may accept any or all items of the Bid and reserves the right to increase or decrease the quantity offered at the rates quoted. The Procurement Committee further reserves the right to annul the procurement process in whole in the best interest of the DFAR without adducing any reason. The Bidder should be prepared to accept and execute a portion or any item of the Bid at the rate quoted in the Bid Form against each item.

3. **Bid Guarantee**

- 3.1. Each Bid shall be accompanied by an on demand Bid Guarantee in the form of a Bank Guarantee issued by a Bank approved by the Central Bank and operating in Sri Lanka and payable to Director General, Department of Fisheries and Aquatic Resources, equivalent in value of Sri Lankan Rupees Three Hundred Thousand (Rs 300,000.00) and USD 1000. Failure to submit the Bid Guarantee at the time or before the closing of Bid will result in the Bid being rejected.
- 3.2. The Bid Guarantee shall be valid for One Hundred and five (105) days from the 'date of closing of Bid. Bid Guarantees from Unsuccessful Bidders will be returned to them after an award is made to the selected Bidder. The Bid Guarantee of the selected Bidder will be returned after receipt of the Performance Guarantee.
- 3.3. Specimen Bid Guarantee is shown in the section titled "Specimen Form of Bid Guarantee".

4. **Performance Guarantee**

- 4.1. The selected Bidder shall furnish an on demand Performance Guarantee within fourteen (14) working days of receipt of the Letter of Award in the form of a Bank Guarantee, from a Bank approved by the Central Bank and operating in Sri Lanka. Such Guarantee shall be equivalent to ten percent (10%) of the Contract Price and valid for a period of not less than four (04) months from the date of LC.
- 4.2. The Performance Guarantee shall be in favour of Director General, Department of Fisheries and Aquatic Resources.
- 4.3. In the event of default on the part of the Bidder resulting from breach of agreement or relevant conditions hereto, the Director General, DFAR may, by written notice terminate the Contract and collect the Performance Guarantee without recourse to law.
- 4.4. Specimen Performance Guarantee is shown in the section titled "Specimen Form of Performance Guarantee".

5. **Minimum Validity Period of Bids**

- 5.1. Bids shall be valid and open for acceptance for a period of ninety one (91) days from the date of Closing of Bid / Bid Opening.
- 5.2. All prices shall be firm and shall not be subjected to any price variation within the validity period of the Bid.
- 5.3. Bids shall not be withdrawn after the Bid opening and during the period of validity of the Bids.

6. **Bid Price Variations**

Unless otherwise specifically provided, no adjustments of the Bid Price shall be made on account of variations on the costs of labour and materials or any other matter affecting the cost to the Bidder in fulfilling his obligations under the Contract.

7. **Proof of Ability**

- 7.1. The proposed solution/product and any third party addition shall be in the business in the industry for more than ten (10) years.
- 7.2. If the Bidder is not the Principal/Manufacturer, the annual turnover of the Bidder in the last 3 years shall be Sri Lankan Rupees 150 Mn or Equivalent in USD/EURO or more.
- 7.3. Firms, Companies or Institutions registered outside Sri Lanka may also apply and the details of their local representative should be declared if any. Such Company or Institution should have been registered in their respective country.
- 7.4. The proposed Radio Communication Equipment of the bidder stated in the bid document should be related to the Bidder's Registered Business.

8. **Manufacturer's Products Specifications / Brochures**

Bidders shall furnish along with the Bid the Original Product Specifications / Brochures published by the manufacturer of the Equipment.

Any items that have been necessitated to be specified / submitted along with the bid will be subjected to clarifications/ further negotiations before awarding the contract.

9. **Completion Period**

- 9.1. Supply, Delivery, installation, testing and commissioning of the Radio Communication Equipment shall be completed within three (03) months from the date of LC. Implementation time schedule shall be submitted with the offer.
- 9.2. As and when required, the working hours under the Contract shall be adjusted to meet the targeted completion date, since access to the installation site may be restricted.

10. **Completion Within Agreed Period**

- 10.1. Extensions will not be granted under normal conditions. However, under exceptional conditions if the Contractor anticipates that the Contractor will be unable to Supply, Delivery, Install, Test and Commission the Radio Communication Equipment within the time specified in above (09.1.), Contractor shall at once give notice accordingly with justifiable reasons, in writing to the Director General, DFAR explaining the cause of the delay.
- 10.2. If an extension is requested and granted, the Contractor Shall Supply, Delivery, Install, Test and Commission the Radio Communication Equipment within the extended period. On failure to do so within such extended period, the Director General, DFAR will have the right of terminating the Contract and to encash /enforce the terms of the Performance Guarantee without prejudice to any other claims that may be lodged in this regard.
- 10.3. If the Contractor fails to Supply, Delivery, Install, Test and Commission the Radio Communication Equipment within the time prescribed in the Bid, Contractor shall be liable to pay the DFAR, one percent (1%) of the total contract price per week of delay, subject to a maximum of ten percent (10%) of the total Contract sum.

11. **Termination of the Contract**

The Director General, Department of Fisheries and Aquatic Resources shall without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate the Contract in whole or part thereof,

If the Contractor fails to make completion within the time specified or any extension thereof granted by the Director General, Department of Fisheries and Aquatic Resources,

OR

If the Contractor fails to perform any other obligation(s) under the Contract

AND

If the Contractor in either of the above circumstances, does not satisfactorily respond within a period of ten (10) calendar days after receipt of the notice of default from the Director General, Department of Fisheries and Aquatic Resources specifying the nature of the default(s). The contractor shall not be entitled to any compensation or damages for losses incurred upon such termination or loss of profit.

12. **Assigning and Subletting of Contract**

- 12.1. The Contractor shall not assign or sublet the works, or any part thereof, his/her obligations to Supply, Delivery, Install & Commission the Equipment offered and accepted, without the written authority of Department of Fisheries and Aquatic Resources.
- 12.2. If any part of the obligation has been so assigned or sublet by the Contractor, he/she shall nevertheless be held responsible for the due performance of the part so assigned or sublet.

13. **Patent Right Claims**

The Contractor shall indemnify and defend at his/her own cost Department of Fisheries and Aquatic Resources, against any and all claims arising on account of patent rights or royalties whether from Manufacturers or others on the use by Department of Fisheries and Aquatic Resources of the goods supplied. Further, the Contractor shall agree to honour, pay and discharge any judgment or decree arising there from.

14. **Dispute Resolution and Governing Law**

Parties hereto shall agree to endeavour to settle all disputes arising out of this contract amicably. In the event of failure of amicable settlement, parties reserve the right to resort to litigation by referring to a competent court of jurisdiction in Sri Lanka. Parties further agree that, this Contract Agreement shall be governed by the Laws of Sri Lanka.

15. **Force Majeure**

Neither party shall be liable for delay or non-performance of contractual obligations caused by war, blockage, revolutions, insurrection, civil commotion, riots, mobilization, strikes, lockouts,

act of God, plague, or other epidemic, fire, flood, obstructions of navigation by ice at port of dispatch, acts of government or public enemy.

Chairman,
Department Procurement Committee,
Department of Fisheries and Aquatic Resources,
3rd Floor, New Secretariat Building,
Maligawatta, Colombo 10.

We agree to abide by the above General Conditions of Bid.

Signature of Bidder :

Name of Bidder :

Address :

.....

.....

Date :

SPECIFIC CONDITIONS OF BID

DEPARTMENT OF FISHERIES AND AQUATIC RESOURCES

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SPECIFIC CONDITIONS OF BID

1. **Agreement**

- 1.1. The Selected Bidder will be required to enter into an agreement with the Department of Fisheries and Aquatic Resources, Maligawatta, Colombo 10, Sri Lanka for the performance of the Contract.
- 1.2. Specimen Contract Agreement is shown in the section titled “Specimen Form of Contract Agreement”.
- 1.3. The Contract Agreement will only be signed after the submission of the Performance Guarantee.

2. **Letter of Authorization**

If the Bidder is not the Principal/Manufacturer, Bidder shall submit a “Letter of Authorization” from the Manufacturer.

3. **Local Agent**

- 3.1. Bidder/Principal shall disclose the name and address of the Local Agent in Sri Lanka if any, and indicate commission payable to him.
- 3.2. Nomination of a Local Agent after opening of the Bid will not be accepted.
- 3.3. Bids received from Local Agents on behalf of their Principal will not be considered unless the Local Agent holds a Letter of Authority from Principal.

4. **Shipment Details**

4.1. Immediately after the Radio Communication Equipment is shipped, the Contractor shall inform Department of Fisheries and Aquatic Resources the name of the ship, port of loading, quantity and number of packages shipped, ETD and ETA of the vessel to the Colombo Port.

5. Bidder shall also forward advance copies of shipping documents, comprising two copies of invoice, two copies of packing list and one copy of certificate of origin by Arrival to Director General, Department of Fisheries and Aquatic Resources.

6. **Clearance from Port**

6.1. The Bidder shall take over the responsibility of clearing Radio Communication Equipment from Colombo Port.

7. Local duties/taxes relating to the clearing process and clearance charges will be borne by Department of Fisheries and Aquatic Resources.

8. **Payment Terms**

8.1. Department of Fisheries and Aquatic Resources is to open a Letter of Credit

After signing of the Contract Agreement, Department of Fisheries and Aquatic Resources shall arrange to open an irrevocable Letter of Credit relevant to the approved list of items by the employer as per the terms and conditions indicated below

8.1.1 70% on shipment against submission of shipping documents

8.1.2 30% on completion of acceptance of goods by the Technical Evaluation Committee of Radio Communication Equipment of Department of Fisheries and Aquatic Resources in Sri Lanka.

9. **Transport to the Site**

9.1. The Contractor shall hold the responsibility of clearing and transporting the equipment from the port to Department of Fisheries and Aquatic Resources.

9.2. The Employer shall provide the storage facility and the Contractor to store the equipment at the risk of the contractor.

- 9.3. Employer will not take any responsibility of providing transport and accommodation to any foreign or local labour utilized for this contract.

10. **Implementation Test & Commissioning**

- 10.1. The Contractor shall provide all details / documents pertaining to installation, prior to commencing the Work. This shall include details of mounting methods, brackets, etc.
- 10.2. Acceptance Test shall commence only after completion of installation, jointly by representatives of the Employer and the Contractor. During the Acceptance Test, the Contractor shall prove that the equipment performance conforms to the Bid Specifications.
- 10.3. The Contractor shall carry out and complete, all operating and performance tests of the System and all its components therein to demonstrate to the Employer that specified levels of performance have actually been achieved.
- 10.4. Documents giving the comprehensive test procedures and all expected output of the system, to be recorded at the Acceptance Test, shall be provided by the Contractor at least two (02) weeks prior to the Acceptance Test for the approval by the Employer.
- 10.5. Tests and inspections shall be carried out in accordance with the manufacturer's standard procedure. Material tests shall be carried out in accordance with internationally recognized standards.
- 10.6. The Contractor shall record the details and results of each test and inspection carried out and shall submit a Test Report to the Employer for approval and record purposes.
- 10.7. Qualified Technical Personnel of the Contractor shall be available at the site for Implementation Test.
- 10.8. Contractor shall provide all the necessary equipment/data that is required to do inspections as a part of Implementation Test.
- 10.9. Contractor shall do necessary modifications/improvements to the proposed Implementation Test procedures, if a request is made by the Employer.
- 10.10. The following tests shall be carried out before the Implementation Test Certificate is issued:
- 10.10.1. After adjustment of the equipment on site, installation checks shall be carried out by the Contractor. The certificate of the installation completion shall be submitted to the Employer prior to the commencement of commissioning.
- 10.10.2. The Contractor shall submit above all test procedures as well as a test schedule for approval by the Employer prior to commencement of the check and test.

- 10.10.3. At all reasonable times during tests, the Contractor shall permit the Employer to examine and witness the results, however in any case such witnessing will not relieve the Contractor of any responsibility for his obligations for remedial works if any are found necessary at a later stage.
- 10.10.4. The Radio Communication equipment shall be tested in the presence of and as directed by the Employer.
- 10.10.5. Testing shall comprise not less than full and complete operation of the Radio Communication Equipment to demonstrate satisfactory performance of all features and services.
- 10.10.6. Should a dedicated aircraft be required for calibration purposes, the contractor shall be responsible for making all necessary arrangements and for all associated costs.
- 10.11. On completion of Implementation Test, Implementation Test Certificate will be issued.

11. **Life Time of the Equipment**

- 11.1. Spare parts for all the equipment shall be available for the period of ten (10) years at the Principal/Manufacturer to be procured by DFAR if required.

12. **Precautions**

- 12.1. The Contractor shall take all necessary precautions to prevent any damage to Equipment or property of the Employer during the installation and commissioning. The Contractor shall be responsible for any damages to the buildings, existing system, etc. and disruption to the services during the installation. The cost for any such damages will be recovered from the Contractor.

13. **Insurance**

- 13.1. The Contractor shall at all times during the continuance of the Contract, keep insured in the name of Employer with any Insurance Company incorporated in Sri Lanka against the following risk.
 - 13.1.1. Damages to the Equipment should be repaired within 24 hours, irrespective of the claims lodged by the Contractor with the Insurer.
 - 13.1.2. Natural catastrophic event.

14. **Training**

- 14.1. Contractor shall provide on-site technical training for 05 Engineers/Technicians covering all hardware, software, and any other area relevant to the installation, and customized training for installation. A Schedule shall be submitted at least two weeks prior to the commencement of the training for approval of the Employer. Contractor shall make necessary amendments / adjustments / suggestions to match the concerns raised by the Employer with regard to the contents submitted.
- 14.2. On-site Operator Training shall be conducted and shall cover all necessary operational aspects of the system.
- 14.3. Contractor shall provide printed copies of training material in English language.
- 14.4. All trainings shall be provided on free of charge basis.

15. **Warranty & After Sale Support**

- 15.1. The Radio Communication equipment shall be guaranteed comprehensively for a minimum period of 2 years.
- 15.2. The Contractor shall undertake by the above guarantee to replace any part / parts or the system in whole which are found defective within 24 hours from the time the Contractor was informed, at his own cost and maintain such replaced item/items for a period as indicated above.
- 15.3. The Contractor shall undertake responsibility of supplying spare parts for the equipment for a minimum period of 10 years as based on the Spare Parts Cost Breakdown submitted as per Clause no 13.17 of "Instruction to Bidders".
- 15.4. Warranty shall cover damages due to Lightning, Overvoltage transients etc.

Chairman,
Department Procurement Committee,
Department of Fisheries and Aquatic Resources,
3rd Floor, New Secretariat Building,
Maligawatta, Colombo 10.

We agree to abide by the above Specific Conditions of Bid.

Signature of Bidder :

Name of Bidder :

Address :

.....

.....

Date :

FORM OF BID

DEPARTMENT OF FISHERIES AND AQUATIC RESOURCES

CONTRACT NO : DFAR-DPC-2024-02-01

INVITATION OF BIDS FOR

THE SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF RADIO COMMUNICATION

EQUIPMENTS

FORM OF BID

To : Chairman,
Department Procurement Committee,
Department of Fisheries and Aquatic Resources,
3rd Floor, New Secretariat Building,
Maligawatta, Colombo 10.

Having examined the Instructions to Bidders, Specific Instructions to Bidders, General Conditions of Bid, Specific Conditions of Bid, Composition of the Project, Specifications, Statement of Compliance with the specifications and Bidding Data Sheet / Offer Sheet for the Supply, Delivery, Installation, Testing and Commissioning of Radio Communication Equipment, we the undersigned, offer to the Supply, Delivery, Installation, Testing and Commissioning of Radio Communication Equipment in conformity with the said General Conditions of Bid, Specific Conditions of Bid, Composition of the Project, Specifications / Statement of Compliance with the specifications and Bidding Data Sheet / Offer Sheet for the sum of (*Bid Price* *in* *words*)

.....
.....

{(*Bid Price in figures*).....} or other sum as may be ascertained in accordance with the Conditions.

- 01. We agree to abide by this Bid for a period of ninety one (91) calendar days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 02. Unless and until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof, shall constitute a binding Contract between us.

03. We understand that you are not bound to accept the lowest and that you reserve the right to reject any or all Bids or to accept any part of Bid or to annul the total bidding process in the best interest of the company without assigning any reasons thereof.

Name of Bidder :

Signature of Bidder :

Name & Title of the Signatory :

.....

Address :

.....

.....

.....

Telephone No. :

Fax No. :

Name of Witness :

Signature of Witness :

Address :

.....

.....

.....

Date :

Company Seal :

COMPOSITION OF THE PROJECT

DEPARTMENT OF FISHERIES AND AQUATIC RESOURCES

CONTRACT NO : DFAR-DPC-2024-02-01

INVITATION OF BIDS FOR

THE SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF RADIO COMMUNICATION
EQUIPMENTS

COMPOSITION OF THE PROJECT

01. The composition of the total work shall basically be as follows:
 - 01.01. Supply, Delivery, Installation, testing and Commissioning of Radio Communication Equipment comprising, all components complying with the clauses stipulated under Specifications, by the Contractor to function as a fully functional system.
 - 01.02. Installation, testing & Commission of the Equipment in conformity with the Contract agreement.
 - 01.03. Supply of material required for operations, spares, tools & Test Equipment for the system (if applicable), as per Specifications.
 - 01.04. Arrange all Trainings
 - 01.05. Provision of three (03) complete sets of detailed Technical / Maintenance / Workshop manuals, three (03) set each of Installation manuals and Operational manuals in English by the Contractor.
 - 01.06. Provisioning of Technical support, warranty and after sales support.
02. The Contractor shall install equipment in accordance with Manufacturer's recommendations and local regulation codes.
03. Any additional facilities such as "equipment storing and mobilization" required by the Contractor to fulfil the Specification during the implementation phase shall be provided by the Contractor at their own cost.
04. The Contractor shall reimburse the Employer any costs incurred in power, telephone or any other service provided to them during the installation.

Chairman,
Department Procurement Committee,
Department of Fisheries and Aquatic Resources,
3rd Floor, New Secretariat Building,
Maligawatta, Colombo 10.

We agree to abide by the above Composition of the Project.

Signature of Bidder :

Name of Bidder :

Address :
.....
.....

Date :

SPECIFICATIONS

DEPARTMENT OF FISHERIES AND AQUATIC RESOURCES

CONTRACT NO : DFAR-DPC-2024-02-01

INVITATION OF BIDS FOR

THE SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF RADIO COMMUNICATION

EQUIPMENTS

SPECIFICATION FOR 250W SSB HF COMMUNICATION SYSTEM

No	Description	Customer Requirement	BIDDER'S response (Answer Yes or give Details Requested)
01	Frequency coverage	RX-0.5MHz ,30MHz TX -1.6 MHz-30MHz	
02	Transmitter O/P Power :	250 Watts p.e.p SSB	
03	TX Power reduction levels in Watts P.e.p	Minimum 02	
04	Chanel capacity	Minimum 100	
05	Modes of operation , (Compliance only)	J3E, A3E, J2B, H3E or to be indicate if differ	
06	Adjacent channel rejection	50dB or greater	
07	Frequency stability	±10Hz or better	
08	RX sensitivity	-100dBm for 20dB SINAD or better	
09	TX/Rx out puts /input impedance -	50Ω (single antenna)	
10	Rx audio out put	More than 3.0 watts	
11	Automatic Power reduction in abnormal conditions		
12	Automatic Antenna tuning speed	less than 15 seconds	
13	System power supply	DC 12/24 Volts power supply /230VAC, 50Hz power supply with automatic battery backup connections. Power supply model supplied should be a recommended model by the respective manufacture.	
14	Antenna & accessories	Supplier to provide wire antenna, antenna mountings,	

		antenna/signal cables, power cables including connectors which are required for functioning of the communication set with the offer	
15	Surge protection system	Supplier to provide surge protectors for antennas and equipment with the offer	
16	Installation	Installation to be done by the supplier at the customer designated location	
17	Make & Model	To be indicated	
18	Year of manufacturing of the Equipment	Should be 2023 onwards	
19	Country of origin	To be indicated	
20	Country of Manufacturing	To be indicated	
21	Warranty period	minimum 02 years	
22	NO of Free services in warranty period	minimum 02 services Within Warranty period	
23	Annual maintenance agreement after warranty period including price	To be indicated	
24	Spare parts support	Supplier should be able to provide 10 years spare parts support	
25	Technical documentation (free of charge)	Followings to be provide in English Language in 02 copies. Operator manual -02, Service manual with Illustrated Parts Catalogue – 02, Installation manual -02	
26	Operation and Maintenance Training	Should be provided for 5 Engineers/ Technicians for a sufficient period of time for free of charge at end user facility or supply facility.	
27	Notification of Obsolescence of the equipment	Supplier should inform end user of the Obsolescence of the equipment before 01 year	

Note:

01. The system main unit to be inbuilt including the amplifier and should be from same manufacturer.
02. Vendor/OEM should have minimum 05 years of experience in the business of Marine Electronics
Locally/Internationally should provide minimum 03 years of records for such experiences.
03. Vendor should provide OEM certificate for offered HF models and ensure of Spare parts support for next 10 years.
04. Vendor or Local Agent should possess the license from Telecommunication Regulatory Commission of Sri Lanka.
05. Vendor or Local Agent should possess manufactures authorization and should provide certification.
06. Selected supplier should be able provide local technical support as and when required to customer.
Local agent should provide these services and should maintain local workshops/confident staff to support repairs at component level and other service related needs.
07. Warranty Period should be minimum 02 years and warranty will be extended if any repair falls under warranty exceeds more than 21 days.

STATEMENT OF COMPLIANCE WITH SPECIFICATIONS

DEPARTMENT OF FISHERIES AND AQUATIC RESOURCES

CONTRACT NO: DFAR-DPC-2024-02-01

INVITATION OF BIDS FOR

THE SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF RADIO COMMUNICATION

EQUIPMENTS

STATEMENT OF COMPLIANCE WITH THE SPECIFICATIONS

01. The Contractor shall provide a Statement of Compliance indicating the compliance or any deviation in respect of all of the DFAR Specifications given in this document. (Starting from number 1 in the specifications Section)
02. The Statement of Compliance shall strictly adhere to the following format. Please provide the reference paragraphs and the pages in the technical proposal. Compliance or non-compliance shall be marked in the relevant cage. Any cage left with blank is considered as non-compliant.
03. Each compliant statement shall be verified by providing valid references under the **REFERENCES** column.
04. Non adherence to above requirements may cause disqualification

Example:

DFAR Spec No.	Employers Specification	Compliance	Reference	Comments
01.		<i>Complied</i>		

Note :

1. Compliance – should be stated as “Complied / Non Complied”
2. References – Relevant page numbers of Bidding document / Brochures / catalogues submitted along with the Bid document shall be stated under this column.

EQUIPMENT LIST

DEPARTMENT OF FISHERIES AND AQUATIC RESOURCES

CONTRACT NO : DFAR-DPC-2024-02-01

INVITATION OF BIDS FOR
THE SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF RADIO COMMUNICATION
EQUIPMENTS

EQUIPMENT LIST

S/No.	Description	Make & Model	Year of Manufacture	Country of Origin	Quantity	Unit Price	Total Price
Total Equipment Price							

Date :

Signature of the Bidder :

Note : Above list shall include Test Equipment.

BIDDING DATA SHEET / OFFER SHEET

DEPARTMENT OF FISHERIES AND AQUATIC RESOURCES

CONTRACT NO : DFAR-DPC-2024-02-01

INVITATION OF BIDS FOR

THE SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF RADIO COMMUNICATION

EQUIPMENTS

BIDDING DATA SHEET / OFFER SHEET

01. Bidder shall provide an Equipment List, according to the format given, indicating make, model and quantity of each type of equipment offered, country of origin, and Unit Price.
02. Bidder shall quote prices for Supply, Delivery, Installation, Testing & Commissioning of Radio Communication Equipment on Import and Supply giving the break up under appropriate column in Bidding Data Sheet/Offer Sheet attached.
03. Bidder shall fill in and sign the prescribed form of “Bidding Data Sheet / Offer Sheet”.
04. Bid will be rejected if Bidder fails to submit their Bid on the Bidding Data Sheet / Offer Sheet attached to the Bidding Document.
05. The all-inclusive prices quoted shall be the net prices after allowing all discounts.
06. All taxes such as VAT, etc. shall be shown separately if applicable.
07. If the Bidder is not registered for VAT, he shall include the net value of the Bid and shall obtain a letter from the Commissioner of Inland Revenue Department certifying that the Company is not registered for VAT.
08. The prices quoted shall be written clearly in ink or typewritten and must be in figures and repeated in words. If there is a discrepancy between the prices stated in figures and words the prices stated in words will be taken as correct.
09. Any alteration in the Bid shall be initialled by the Bidder, failure to do so will result in the Bid being treated as informal and rejected.
10. Any change in Country of Origin or Model/Version of the Radio Communication Equipment at the time of delivery is not acceptable without written authorization of DFAR.
11. Direct Import by Department of Fisheries and Aquatic Resources.

S/No.	Description	Price Component
1.	FOB Price	(USD) (EURO)
2.	Freight	(USD) (EURO)
3.	Insurance	(USD) (EURO)
4.	Total CIF Charges (1+2+3) (In Figures)	(USD) (EURO)
5.	Agency Commission (if any)	(LKR)
6.	Local Item Cost (if any)	(LKR)
7.	Installation and Commissioning Charges	
	Foreign Component (if any)	(USD) (EURO)
	Local Component (if any)	(LKR)
8.	V.A.T. Amount (Include Separately)	(LKR)
9.	Any Other Taxes (Pl. specify)	(LKR)
10.	Total Tender Value (In Figures)	
	Foreign Component	(USD) (EURO)
	Local Component (Inclusive of all Taxes)	(LKR)
11.	Total Tender Value (In Words)	
	Foreign Component	
	Local Component (Inclusive of all Taxes)	

12. Make Offered :
13. Model Offered :
14. Country of Manufacture :
15. Country of Origin :
16. Year of Manufacture :
17. Warranty :
18. Validity of the Offer :
19. Name and Address of Bidder :
-
-
-
-
- Telephone No. :
- Fax No. :
- E-mail :
20. Name and Address of Manufacturer :
-
-
-
-
- Telephone No. :
- Fax No. :
- E-mail Address :

21. Name and Address of Local Agent (If any) :
.....
.....
.....
Telephone No. :
Fax No. :
E-mail Address :

22. Completion Period

a. Delivery Period :
b. Period of Training :
c. Duration for Installation, Testing and
Commissioning :

23. Bid Guarantee Number and Amount :

24. V. A. T. Registration Number (If applicable) :

Date :
Signature of the Bidder

Company Seal :

SPECIMEN FORM OF BID GUARANTEE

DEPARTMENT OF FISHERIES AND AQUATIC RESOURCES

CONTRACT NO : DFAR-DPC-2024-02-01

INVITATION OF BIDS FOR
THE SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF RADIO COMMUNICATION
EQUIPMENTS

SPECIMEN FORM OF BID GUARANTEE

By this Security we
..... (hereinafter called "the Bidder") and we (Name of Bank)
whose registered office is at
(hereinafter called "the Surety") are held and firmly bound unto.....
(hereinafter called "the Authority") in the sum of
for the payment of which sum the Bidder and the Surety bind themselves their successors and assigns
jointly and severally by these presents.

Whereas the Authority has invited the Bidder and other persons to complete Bids in similar terms for the
Supply, Delivery, Installation, Testing and Commissioning of Radio Communication Equipment and
works associated herewith (hereinafter called "the Works") and to submit the same for the consideration
of the Authority, and the Bid proposes to submit to the authority a Bid (hereinafter called "the Bid") in
accordance with such invitation, the Guarantee shall provide security to the Authority that the Bidder will
honour certain obligations to be undertaken by him in the Bid in accordance with the following
conditions.

Now the Conditions of this Security are;

- a. that it shall remain in full force and effect until the earliest of;
 - i. (date), being () days from (submission date), the date stipulated by the Authority for the submission of Bids, or any prolongation of such date above notified to the Authority by the Bidder and the Surety in writing.
 - ii. in the event of acceptance of the Bid by the Authority, the date upon which the Bidder provides a performance security to the Authority in accordance with the terms of the contract thereby made between them, or

- iii. in the event of acceptance by the Authority of a Bid for the Works from a third party, the date upon which such third party provides the relevant performance security.
- b. subject to this Guarantee being in full force and effect, the Surety shall pay the full amount specified in this Guarantee upon receipt of first written demand from the Authority stating that;
 - i. the Bidder has withdrawn his Bid during the validity of this Guarantee, or
 - ii. the Bidder has failed to provide a performance security to the Authority in accordance with the terms of the contract between them upon acceptance of the Bid.

No alteration in the terms of the Bid, nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Bid on the part of the Authority, nor any objection from the Bidder shall in any way release the Surety from any liability under this Guarantee.

The benefit of this Guarantee shall not be assignable by the Authority and upon its ceasing to be in full force and effect the Authority shall return the same to the Bidder.

This Guarantee shall be governed by the laws of ()

I executed as a Deed this () day of () 20()

For and on behalf of the Bidder

For and on behalf of the Surety

.....

.....

Signed by

Signed by

.....

.....

In the capacity of

In the capacity of

.....

.....

And by

And by

.....

.....

In the capacity of

In the capacity of

.....

.....

Company Seal

Company Seal

SPECIMEN FORM OF PERFORMANCE GUARANTEE

DEPARTMENT OF FISHERIES AND AQUATIC RESOURCES

CONTRACT NO : DFAR-DPC-2024-02-01

INVITATION OF BIDS FOR

THE SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF RADIO COMMUNICATION
EQUIPMENTS

SPECIMEN FORM OF PERFORMANCE GUARANTEE

GUARANTEE NUMBER : DATE :

SUM GUARANTEED :

To : (Name of Employer)

..... (Address of Employer)

Whereas
..... (name and address of Contractor) [hereafter called "the Contractor"] has
undertaken, in pursuance of Contract No. dated to execute
..... (name of
Contract) [hereafter called "the Contract"];

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with
a Bank Guarantee by a recognised Bank for the sum specified therein as security for compliance with his
obligations in accordance with the Contract;

And whereas we have agreed to give the Contractor such a Bank Guarantee:

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the
Contractor, up to a total of (amount of Guarantee)
..... (amount in words), such sum being payable in the
type and proportions of currencies in which the Contract Price is payable, and we undertake to pay you,
upon your first written demand and without cavil or argument, any sum or sums within the limits of
.....
..... (amount of Guarantee) as aforesaid without your needing to prove or to show grounds
or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract document which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice or any such change, addition or modification.

This Performance guarantee shall be valid until a date four (04) months from the date of LC.

Signature and the Seal of the Guarantor :

Name of the Bank :

Address :
.....
.....

Date :

Witness :

SPECIMEN FORM OF CONTRACT AGREEMENT

DEPARTMENT OF FISHERIES AND AQUATIC RESOURCES

CONTRACT NO : DFAR-DPC-2024-02-01

INVITATION OF BIDS FOR

THE SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF RADIO COMMUNICATION
EQUIPMENTS

SPECIMEN FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made and entered into at Colombo 10 on this day of..... by and BETWEEN **DEPARTMENT OF FISHERIES AND AQUATIC RESOURCES** a Company duly incorporated under the Companies Act No. 07 of 2007 and having its registered office at **New Secretariat Building , Maligawatta, Colombo 10** in the Democratic Socialist Republic of Sri Lanka [hereinafter called and referred to as the '**EMPLOYER**' which term or expression as herein used shall where the context so requires or admits, mean and include the said **DEPARTMENT OF FISHERIES AND AQUATIC RESOURCES** and its successors in office] of the **ONE PART** and, a Company duly registered under the and having its registered office at (hereinafter called and referred to as 'the **CONTRACTOR**') which term or expression as herein used shall where the context so requires or admits mean and include the said and its successors in office of the **OTHER PART** and **WHEREAS** the Employer is desirous that certain works shall be executed, **viz. Supply, Delivery, Installation, Testing and Commissioning of Radio Communication Equipment** which is more fully described in the documents made part and parcel hereto.

NOW THE AGREEMENT WITNESSETH as follows;

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them subject to the Conditions of the Contract hereinafter referred to.
02. Documents construing part and parcel of the Agreement.
 - Scope of the BID
 - Instructions to Bidders / Specific Instructions to Bidders
 - General Conditions of Bid / Specific Conditions of Bid
 - Composition of the Project
 - Specifications
 - Statement of Compliance with the Specifications

- Form of Bid
- Bidding Data Sheet / Offer Sheet
- Subsequent Negotiations & Clarifications
- Letter of Award

03. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to Supply, Delivery, Installation, Testing and Commissioning of Radio Communication Equipment in conformity in all respects within the provision of the Contract.

04. The Employer hereby covenants to pay the Contractor in consideration of the Supply, Delivery, Installation, Testing and Commissioning of Radio Communication Equipment the Contract Price at the terms and in the manner prescribed by the Contract.

05. Contract Price :

06. Payment Terms :

07. Delivery Period :

08. Completion Period :

IN WITNESS WHERE OF the Employer Company and the Contractor Company have placed their respective common Seals to these presents and to two others of the same tenor and date as these presents on this.....

The Common Seal of Department of fisheries
 and Aquatic Resources **is affixed hereto in the presence**
of.....and
**who do hereby**
Authenticate the sealing on this



.....
 Director General

.....
 Chief Accountant

WITNESSES:

1.

2.

The Seal of.....

.....

Is affixed hereto in the presence of

.....

On this



.....

WITNESSES:

1.

2.