

Section VII. Contract Data

The following Contract Data shall supplement and / or amend the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the CC.

CC 1.1(i)	The Purchaser is: Secretary, Ministry of Finance, Planning and Economic Development
CC 1.1 (m)	The Project Site(s)/Final Destination(s) is: Ministry of Finance, Planning and Economic Development
CC 6.1	If the Supplier is a joint venture 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. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Purchaser.
CC 8.1	For <u>notices</u> , the Purchaser's address shall be: Attention: Chief Accountant Address: Ministry of Finance, Planning and Economic Development, Lotus Road, Colombo 01. Telephone: 011-2484535/011-2484600 (Ext. 1446) Facsimile number: 011 2421253 Electronic mail : camof000@gmail.com
CC 15.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: A: For Goods offered within Sri Lanka Payment shall be made in Sri Lankan rupees on presentation of the claim supported by a certificate from the Purchaser declaring that the Goods have been satisfactorily delivered and that all other contracted Services have been performed. Further Payment shall be made through the state commercial Bank. B. Advance Payment for Procurement of Goods Contracts Advance payment for any Goods Contract shall be a maximum of thirty percent (30%) of the contract value, provided that an acceptable advance payment guarantee is submitted. or Since this transaction has been arranged as a leasing facility, 40% of the contract value, equal to the LTV ratio, shall be deposited in the nominated bank on behalf of the selected bidder if required. The bidder should consider the above-mentioned payment options when submitting the price for the bid.

CC 17.1	A Performance Security: Separate performance securities shall be submitted for each shipment of 5% of the total Contract Price. The Bidder shall submit performance security as a minimum 1% of bank guaranty and maximum of 4% of cooperate guaranty. Performance Security shall be submitted within Seven (07) days before awarding the contract, and it shall be valid not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
CC 20.1	The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
CC 25.1	The inspections and tests shall be done by the acceptance committee appointed by the procurement entity for this purpose.
CC 25.2	The Inspections and tests shall be conducted at the Ministry of Finance, Planning and Economic Development
CC 26.1	The liquidated damage shall be 0.1% per week as per the delivery schedule.
CC 26.1	The maximum amount of liquidated damages shall be 5 % of the contract value.
CC 27.3	I. Manufacturers' Comprehensive warranty for Chassis Cab for a minimum period of two years or 100,000km, whichever occurs first from the date of receipt by the purchaser. (attach confirmation letter from the manufacturer) II. Manufacturers' Comprehensive warranty for Gully Emptyer Unit for a minimum period of two years. (attach confirmation letter from the manufacturer) III. All manufacturing defects found in the vehicle and the Gully Emptyer Unit during the warranty period should be made good by the supplier at no cost to the purchaser