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විදුලි පණිවුඩ } "ලංකා වරාය"
தந்தி } "இலங்கைத்துறை"
Telegrams } "PORTSLANKA"

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අංක 19, චෛත්‍ය පාර, කොළඹ 01, ශ්‍රී ලංකා.
இல.19, சைத்திய வீதி, கொழும்பு 01, இலங்கை.
No.19, Chaithya Road, Colombo 01, Sri Lanka.

ත.පෙ.අංකය }
த.பெ.இல. } 595
P.O. Box No. }

ශ්‍රී ලංකා වරාය අධිකාරිය

இலங்கை துறைமுக அதிகாரசபை

SRI LANKA PORTS AUTHORITY

ඔබේ අංකය }
உமது இல }
Your No. }

මගේ අංකය } CES/FP/02/PT/5636(MP)
எமது இல }
My No. }

දිනය } 11th Dec, 2018
திகதி }
Date }

M/s. Mermaid Solutions (Pvt)Ltd,
No.18A 17th Lane,
Colombo 03.

LETTER OF AWARD.

**PURCHASE OF SPARES FOR NIGATA ENGINE COUPLED TO
NISHISHIBA GENARATORS AT JCT 3&4.**

TENDER NO: CES/FP/02/PT/5636(MP)

This refers to your offer dated 11th July,2018 and Pro-forma Invoice No. 1819PID002 dated 31st July,2018 issued by your Principal M/s. Neptunus Power Plant Services Pvt.Ltd of India on the above mentioned tender.

We are pleased to inform you that the Sri Lanka Ports Authority has accepted your offer for the supply of above mentioned goods at FOB (Sea) price JPY 27,455,296.00 on L/C terms.

In terms of clause 03 of the conditions of contract the shipment at port of loading should be not more than three (03) months from the date of opening of Letter of Credit. Any consequential expense attributed to delays on your part are at your liability. These expenses / additional cost will be calculated according to the delay in shipment.

You are kindly requested to forward the following documents to enable us to establish a Letter of Credit in favour of your Principals.

- (i) A Performance Bond (in the format annexed herewith) Valid up to 31.07.2019 in the form of a Bank Guarantee for an amount of Rs.8,746,000.00 (equivalent to JPY 5,491,059.20) being Twenty percent (20%) of the above total contract price (JPY 27,455,296.00) within 14 days on receipt of this letter as per the Conditions of tender .
- (ii) A fresh Pro-forma Invoice from your Principals addressed to Chief Manager (Supplies & Material Management), Sri Lanka Ports Authority valid for thirty (30) days.

Please forward the concurrence of your Principal Supplier on the conditions applicable to this Letter of Credit and your acceptance of this award confirmed in the attached form of acceptance and return within Seven (07) days.

Chief Manager (Supplies & Material Management),
Supplies Division,
Sri Lanka Ports Authority,
No. 45, Leyden Bastian Road,
Colombo - 01,
Sri Lanka.

Tel. No. : 011 2323102
Fax No. : 011 2381652
E-mail : ravindra@slpa.lk

Yours Faithfully
SRI LANKA PORTS AUTHORITY



MANAGING DIRECTOR

Capt. Athula Hewavitharana
Managing Director
Sri Lanka Ports Authority

Our Ref : Your Ref : CES/FP/02/PT/5636(MP) Date :

Chief Manager
(Supplies & Material Management),
Sri Lanka Ports Authority,
Colombo - 01.

Dear Sir,

SUPPLY OF SPARES FOR NIGATA ENGINE COUPLED TO
NISHISHIBA GENERATORS AT JCT 3& 4
TENDER NO: CES/FP/02/PT/5636(MP)

We wish to acknowledge receipt of the Letter of Award datedsent
to us on the above tender and accept the award under the stipulated terms and
conditions.

SIGNATURE :

NAME OF SIGNATORY :

COMPANY SEAL :

CONDITIONS APPLICABLE TO LETTERS OF CREDIT OPENED BY SRI LANKA PORTS AUTHORITY

- (1) Following expenditure will be charged to the Beneficiary's Account.
 - (a) All Bank charges outside Sri Lanka.
 - (b) Letter of Credit confirmation charges if confirmation is requested for.
 - (c) Charges on amendments requested by the Beneficiary.
 - (d) Additional cost if any due to currency fluctuation as a consequence of (c)
- (2) Hundred percent (100%) of the value of the Commercial Invoice will be released the negotiated documents on the shipment are received by the issuing Bank in Colombo
- (3) Shipment should be made only after receiving a copy of the letter sent to the applicant's bank, instructing them to start negotiations by the applicant, to the effect that the Manufacturer's Genuineness Certificate, Warranty Certificate & Commercial Invoice are acceptable to the applicant as the fulfillment of special conditions
- (4) Please make arrangements to deliver the goods to Chief Manager (Supplies & Material Management), Sri Lanka Ports Authority, No. 45, Leyden Bastian Road, Colombo-01, Sri Lanka under shipping Mark & Nos. given below for easy identification in order to avoid any delays in clearing.
 - (i) Two Green Bands, one vertical and the other horizontal to form a picture of a cross on each face of the packing are printed in a manner sufficiently prominent to be identified by applicant.
 - (ii) Chief Manager
(Supplies & Material Management),
S. L. P. A.,
CES/FP/02/PT/5636(MP),
Colombo - 01,
Sri Lanka.

You have to bear the additional costs which may arise as a result of delays in clearing due to lack of proper identification information requested above.
- (5) Bill of Lading tendered under this credit should be issued by the Ceylon Shipping Corp. Ltd. or their authorized Agents
- (6) Documents to be presented for negotiation within 10 days from the date of issue of the shipping documents (within the validity period of the Letter of Credit)
- (7) Copies of documents to be dispatched by Courier to the Chief Manager (Supplies & Material Management) within 05 days of shipment.
- (8) Beneficiary should inform the Chief Manager (Supplies & Material Management), Sri Lanka Ports Authority by fax or E-mail the name of carrying vessel and date of shipment within 03 days of shipment.
- (9) The beneficiary should facsimile or E-mail direct to the applicant the expected date of submission of documents to the Bank for negotiation and the amount to be negotiated and the copy of this fax message should accompany the document presented for negotiation.

FORM OF PERFORMANCE BOND

TO: The Sri Lanka Ports Authority, No. 19, Church Street, Colombo 1,
Sri Lanka.

(NAME OF PURCHASER)

WHEREAS :- (Name of Supplier)

hereinafter called "The Supplier" has undertaken, in pursuance of Tender No.
Date.....201.... hereinafter called "The Tender" to supply

(Description of Goods and Services)

AND WHEREAS it has been stipulated by you in the said Tender that the supplier shall furnish you with a Bank Guarantee by a reputed Bank acceptable to the Sri Lanka Ports Authority for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Tender.

AND WHEREAS we the..... A Banking Corporation.....incorporated under the and having its registered office at.....in consideration of such undertaking as aforesaid, have agreed to give the supplier a Guarantee, **THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the supplier, upto a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, at Colombo and without reference to the supplier upon your first written demand declaring the supplier to be in default under the tender and without cavil or argument, any sum or sums within the limits of(Amount of the Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand of the sum specified therein.

We specifically agree that you shall be at liberty either in one action to sue us and the said Supplier or any other person or persons jointly and severally or to proceed in the first instance against us only and further that we hereby expressly renounce our right to claim that the said Supplier should be excused or proceeded against action by the first instance and the right to claim that you should recover from us a pro rata share of the amount claimed and all other rights, benefits and privileges to which Guarantors or Sureties are may in law be entitled, it being expressly agreed and understood that we shall be liable in all respects hereunder as principal debtor to the extent aforementioned including the liability to be sued before recourse is had against the Supplier. Provided however, that in case the.....Bank shall have before the said extended the period of validity of the bond upto any date subsequent to the said day ofthen the proceeding provisions of this clause shall stand amended and read as if the date to which the Bond is so extended had been inserted at the time where-ever in the proceeding provisions of the clause the said date occurs, and this Bond shall have force accordingly.

This Guarantee is valid until theday of 201...

SIGNATURE AND SEAL OF THE GUARANTORS

.....

.....

Date :

Address :