**Section VIII**

**1. Contract Agreement**

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) [ insert complete name of Purchaser ], a [ insert description of type of legal entity, for example, an agency of the Ministry of Defence and having its principal place of business at [ insert address of Purchaser ] (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 and ancillary services, viz., [insert brief description of Goods and Services] 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) Contract Data

(c) General Conditions of Contract

(d) Technical Requirements (including Schedule of Requirements and Technical

Specifications)

(e) The Supplier’s Bid and original Price Schedules

(f) The Purchaser’s Notification of Award

(g) [*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. Section IX Contract Forms 69

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 Democratic Socialist Republic of Sri Lanka 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]