



**BIDDING DOCUMENT  
FOR**

**THE LEASE OF THE CANTEEN OF CEYLON PETROLEUM  
CORPORATION HEAD OFFICE AT NO. 609, DR. DANISTER  
DE SILVA MAWATHA, COLOMBO 09.**

**B/47/2018**

**CEYLON PETROLEUM CORPORATION**

**2018**

**PROCUREMENT NOTICE**

**CEYLON PETROLEUM CORPORATION**

**BID FOR THE LEASE OF THE CANTEEN OF CEYLON PETROLEUM CORPORATION HEAD OFFICE  
AT NO. 609, DR. DANISTER DE SILVA MAWATHA, COLOMBO 09**

**B/47/2018**

Chairman, Procurement Committee, Ceylon Petroleum Corporation (CPC), invites sealed bids for the lease of the Canteen of CPC Head Office at No. 609, Dr. Danister De Silva Mawatha, Colombo 09 for a period of one year.

Bidding documents can be obtained between **0900 hrs. and 1500 hrs. up to 28.06.2018** from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 01<sup>st</sup> Floor, No, 609, Dr. Danister De Silva Mawatha, Colombo 09, on submission of a written request and on payment of a non-refundable fee of Rs 1,000.00 (i.e. Rs. 852.51 + 2% NBT + 15% VAT ) per set.

The Bid will be **closed at 1400 hrs. on 29.06.2018** and opened at the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, at the above address, immediately after closing time of the Bid. Bidders or their authorized representatives may present at the opening of the bid.

Bids may be sent by post under registered cover or deposited in the Tender Box kept in the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 01<sup>st</sup> Floor, No, 609, Dr. Danister De Silva Mawatha, Colombo 09.

Bidding documents may be inspected upto 1500 hrs **28.06.2018** at the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 01<sup>st</sup> Floor, No, 609, Dr. Danister De Silva Mawatha, Colombo 09 and also the Bidding Document comprising of conditions of the Bid and the specification is available in the web site : [www.ceypetco.gov.lk](http://www.ceypetco.gov.lk).

Clarifications (if any) shall be sought from Manager (Procurement & Stores) over Tele Nos. 5455330/ 5666225 or Fax No. 5455424.

Chairman,  
Departmental Procurement Committee,  
C/o Manager (Procurement & Stores),  
Ceylon Petroleum Corporation,  
1<sup>st</sup> Floor,  
No. 609, Dr. Danister De Silva Mawatha,  
Colombo 09.

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## 01. INSTRUCTIONS TO BIDDERS (ITB)

### 1.1. Introduction

- 1.1.1 Chairman, Procurement Committee, Ceylon Petroleum Corporation (CPC), invites sealed bids for the lease of the Canteen of CPC Head Office at No. 609, Dr. Danister De Silva Mawatha, Colombo 09 for a period of one year.

### 1.2. Basis of Bid

- 1.2.1 Services required in this contract are stated in the “Condition of Contract” of the Bidding Document.
- 1.2.2 Additional services provided by the selected bidder are not covered in this Invitation. If exceptions are not stated, CPC assume that the bid is confirmed to most stringent conditions of the Bidding Document.

### 1.3. Issue of Bidding Documents

- 1.3.1 Bidding Document will be issued free of charge up to 1400 hrs. on 28.06.2018 from Manager (Procurement & Stores), 1st Floor, Ceylon Petroleum Corporation, No. 609, Dr. Danister De Silva Mawatha, Colombo 09.
- 1.3.2 The Bidding Document is consisted with followings:
1. Instructions to Bidders (ITB)
  2. Conditions of Contract
  3. Schedule of Prices
  4. Form of Bid

### 1.4. Documents to accompany the Bid

- 1.4.1 All Bids should contain following documents.
1. Schedule of Prices
  2. Form of Bid

### 1.5. Sealing and marking of Bids

- 1.5.1 Bids shall be submitted in duplicates as per the conditions specified in this Bidding document. The original and the duplicate of the Bid should be placed in separate envelopes marked ‘ORIGINAL’ and ‘DUPLICATE’. Both envelopes should be enclosed in one securely sealed cover, which should be marked “LEASE OF THE CANTEEN OF CPC HEAD OFFICE AT NO. 609, DR. DANISTER DE SILVA MAWATHA, COLOMBO 09” (the Invitation to Tender title) on the top left hand corner and the statement, “DO NOT OPEN BEFORE 1400 hrs. on 29.06.2018 (to be completed with the time and date specified in the Bidding document) and shall be addressed to ;

Chairman,  
Procurement Committee,  
Ceylon Petroleum Corporation,  
1<sup>st</sup> Floor, Procurement & Stores Function,  
No.609, Dr. Danister De Silva Mawatha,  
Colombo 09.  
Sri Lanka.  
Tel. 5666225, 5455330 Fax : 5455424

- 1.5.2 If the outer envelope is not sealed and marked as required above, CPC will assume no responsibility for the Bid's being misplaced or premature opening. If the outer envelope discloses the Bidder's identity, the CPC will not guarantee anonymity of the bid submission but this disclosure will not constitute grounds for Bid rejection.

## **1.6 Period of Validity of Bids**

- 1.6.1 All bids shall be valid for a minimum period of Sixty (60) from the closing date of the Bid. Bidders should however, clearly indicate the maximum period that their offer would be valid. Bids valid for shorter period will be rejected as non-responsive.

## **1.7 Format and Signing of Bids**

- 1.7.1 The Bidder shall prepare an Original and a Duplicate of the Bid specified above, clearly marking as, "LEASE OF THE CANTEEN OF CPC HEAD OFFICE AT NO. 609, DR. DANISTER DE SILVA MAWATHA, COLOMBO 09"- Original and Duplicate as appropriate. In the event of any discrepancy between the Original and Duplicate, the Original shall govern.
- 1.7.2 The Original and the Duplicate of the Bid shall be typed, or written in indelible ink, and shall be signed by the Bidder, or person(s) duly authorized to bind the Bidder to the Contract.
- 1.7.3 Any inter lineation, erasures or over-writing shall be valid only if they are initialed by the persons) signing the Bid.

## **1.8 Clarification of Bidding Document**

- 1.8.1 A prospective Bidder requiring any clarification of the Bidding document should notify CPC in writing by hand or post or facsimile at the CPC's mailing address indicated in ITB clause 1.5 Similarly if a Bidder feels that any important provision is unacceptable, such objection should be raised at this stage. CPC will respond in writing to any request for clarification or modification of the Bidding document that is received not later than Seven (07) days prior to the deadline of submission of Bids prescribed by the CPC. Copies of the CPC's response will be sent to prospective Bidders who have collected Bidding documents.

## **1.9 Deadline for Submission of Bids**

- 1.9.1 Chairman, Procurement Committee, CPC must receive Bids at the address specified under ITB Clause 1.5 not later than the time and date stipulated.
- 1.9.2 Chairman, Procurement Committee, CPC may at his discretion, extend this deadline for submission of Bids, by amending the Bid documents, in which case all right and obligations of CPC and the Bidders will thereafter be subjected to the deadline as extended.

## **1.10 Late Bids**

- 1.10.1 Any Bid received by the Chairman, Bid opening Committee of CPC, after the deadline for submission of Bids, will be rejected and returned unopened to the Bidder.

## **1.11 Modification, Substitution & Withdrawal of Bids**

- 1.11.1 The Bidder may modify or withdraw his Bid after submission, provided that written notice of the modification or withdrawal is received by the CPC, prior to the deadline prescribed for Bid submission.
- 1.11.2 The Bidder's modifications shall be prepared, sealed, marked and dispatched as follows;
- 1.11.3 The Bidders shall provide an Original and a Duplicate as specified in the ITB clause 1.7, if any modifications to his Bid should be clearly identified as such in two envelopes, duly marked "LEASE OF THE CANTEEN OF CPC HEAD OFFICE AT NO. 609, DR. DANISTER DE SILVA MAWATHA, COLOMBO 09". The envelopes shall be sealed in an outer envelope, duly marked "BID MODIFICATIONS".
- 1.11.4 A Bidder wishing to withdraw his Bid, shall notify the CPC in writing prior to the deadline prescribed for the submission of Bids. A withdrawal notice may also be sent by Facsimile, but must be followed by the original, by post or by hand not later than the deadline for submission of Bids. The notice of withdrawal shall be sent to the address indicated in ITB clause 1.5
- 1.11.5 Bearing the tender name and the words "BID WITHDRAWAL NOTICE". Bid withdrawal notices received after the deadline for submission of Bids will be ignored, and the submitted Bids will deem to be valid.

## **1.12 Closing of Bids**

- 1.12.1 Bids, sealed and addressed as aforesaid, shall be sent under Registered Cover to reach

Chairman,  
Procurement Committee,  
Ceylon Petroleum Corporation,  
c/o Manager (Procurement & Stores),  
1<sup>st</sup> Floor, Procurement & Stores Function,  
No.609, Dr. Danister De Silva Mawatha,  
Colombo 09.

Not later than 1400 hrs. Sri Lanka local time on **29.06.2018**. If the Bidders or their representatives choose not to send their Bids under Registered Cover, they could deposit such Bids in the Tender Box provided for this purpose at the office of the above address;

### **1.13 Opening of Bids by CPC**

- 1.13.1 Bids will be opened immediately after the closing date and time fixed for receipt of bids, at the above address or such other place as arranged if the Manager (Procurement & Stores)' office is not available.
- 1.13.2 The Chairman, Procurement Committee, CPC or his nominated representative will open the Bids in the presence of the Bidders and/or their representatives, who choose to attend at the time on the date and at the opening place specified in the Invitation to Bid. Bidders and/or their representatives shall sign a register as proof of their attendance.
- 1.13.3 The Bid Price, discounts, and Bidder's names, the presence or absence of the requisite Bid Security and other such details, which the CPC at its discretion, may consider to be appropriate, will be announced, at the opening. Late Bids will not be entertained and will be returned unopened to the Bidder.

### **1.14 Schedule of Prices**

- 1.14.1 Bidders are required to duly fill, sign and return the "Schedule of Prices" – of this bidding document.
- 1.14.2 Offers not submitted on the prescribed form and in the manner required are liable for rejection.

### **1.15 Evaluation of Bids :**

- 1.15.1 CPC will carry out a detailed evaluation of the Bids, to determine whether the Bids are substantially responsive, and select the bid which is more beneficial to CPC.
- 1.15.2 In addition to the Bid prices indicated in the schedule, the following factors will also be considered in the evaluation.

- ✓ Past experience of bidders
- ✓ Additional Conditions (if any) stated by the bidder.

### **1.16 Procurement Committee's right to accept or reject any or all Bids.**

- (a) The Procurement Committee will not be bound to make the award to the Bidder submitting the highest bid.
- (b) The Procurement Committee reserves the rights to reject any or all Bids or any part thereof, without adducing any reasons.
- (c) The notice of acceptance of Bid will be sent by facsimile, followed by post to the successful Bidder, to the address given by him in the Bidding document, soon after the decision of the Procurement Committee.

## **1.17 Award Criteria**

1.17.1 Subject to ITB Clause 1.16, the Procurement Committee will award the contract to the successful Bidder, whose Bid has been determined to be substantially responsive, lowest evaluated Bid provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

## **1.18 Important note to bidders:**

1.18.1 Details given in this document is only for guidance of bidders. Bidders are strongly advised to inspect the canteen and check the actual condition of the canteen and submit their bid accordingly.

1.18.2 Claims submitted by the successful bidder after awarding the contract will not be considered by CPC.

## **1.19 The Successful bidder should sign an agreement with CPC before the work is commenced.**

## **1.20 Prices of Meal approved**

### **A. Breakfast**

	(Max.)
i. Rice with two vegetable with sambal/egg & dry fish	- Rs. 80.00
ii. Grains (Greengram / Kawpi / Kadala)	- Rs. 70.00
iii. Bread (Half of a loaf of bread) with dhal curry	- Rs. 70.00
iv. Bread (Half of a loaf of bread) with sprats curry	- Rs. 80.00
v. Bread (Half of a loaf of bread) with fish curry	- Rs. 90.00
vi. String Hoppers (10 Nos.) with dhal curry	- Rs. 60.00

### **B. Lunch**

i. Rice with Vegetable (04 types of vegetables)	- Rs. 70.00
ii. Rice with an egg (03 types of vegetables)	- Rs. 75.00
iii. Rice with fish (03 types of vegetables)	- Rs. 80.00
iv. Rice with Chicken (03 types of vegetables)	- Rs. 90.00

Note : The monthly payment (value of the lease) indicated in the “Schedule of Price” should be based on the prices indicated above. If the prices of meal to be delivered by the bidder is different from the above, those prices with the lease value should be submitted by the bidder separately as an “option 2”



## **02. CONDITIONS OF CONTRACT (COC)**

### **2.1 Submission of a Performance Guarantee**

- 2.1.1 The selected contractor should submit a Performance Guarantee in the form of Cash Deposit or a Bank Guarantee from a Bank to an amount of Rs. 50,000.00 before the date of commencement of the work.

### **2.2 Safety Regulations**

- 2.2.1 The selected bidder/employee should abide by fire and safety regulations of CPC during the period of the contract.

### **2.3 Payment of the Rental to CPC**

- 2.3.1 The selected bidder/employee should pay the rental (per month) to CPC within the first week of each month.

### **2.4 Service required in the contract**

- 2.4.1 Providing breakfast and the lunch for employees of CPC.
- 2.4.2 Providing two teas (in the Morning and the afternoon) for all employees of CPC to their working places in a healthy manner to an acceptable quality. (from the basement and the ground floor to the seventh floor and the Stores Building).

Note : 1. Number of employees in the CPC Head Office is 550 (approximately).

2. Brands of the Milk Powder and Tea dust should be as follow:

Milk Powder : Anchor, Ratthi, Lakspray

Tea dust : Delmege, Kotagala, Lipton, Bogawantalawa, Ceysta

### **2.5 Method of Providing Meals**

- 2.5.1 The breakfast and the lunch should be nutritious and balance meal without flavor enhancements (such as Monosodium Glutamate).
- 2.5.2 A Committee headed by the Medical Officer of CPC will inform the successful party/employee the way of cooking and providing meal. The contractor should abide by instructions given by the committee. If sugar is added for any extra food quantity of sugar has to be limited to a safety level as per the instruction of the above Committee or under the government regulations.

### **2.6 Equipment and Services provided by CPC**

- 2.6.1 The space for the canteen in the “Mezzanine” floor.
- 2.6.2 Tables, chairs, Almairahs, Showcases, Plates, Cups, Glasses, Electric Kettles etc.

- 2.6.3 Electricity (will not provide for hot plates except for Rice Cookers).  
 2.6.4 Water

## 2.7 Replacement of Damaged items

- 2.7.1 If items provided by CPC are damaged by the selected party/employee he should make necessary arrangements to replace those items with new items which should be complied to the same specification and the quality.

## 2.8 Services to be provided by the selected party/employer

- 2.8.1 All food items required for the Breakfast, Lunch, Short eats and the tea  
 2.8.2 Gas (for cooking and heating purposes)  
 2.8.3 Experienced Manpower required for the preparation and supply of foods/meals/tea  
 2.8.4 Manpower required for cleaning the canteen.

Note : The selected contractor should maintain the canteen to the satisfaction of the Management of CPC and to the Committee headed by the Medical Officer of CPC.

## 2.9 Types and prices of meals/short eats approved for this contract

- 2.9.1 Prices of meals to be provided by the selected contractor is given in the table below. Deviations to prices of these items and new items (such as short eats) will be decided by the Committee headed by the Medical Officer in co-ordination with the selected party/employee

Item No.	Item Description	Selling Price (Rs.)
1.	Rice with two vegetable with sambal/egg & dry fish	80.00
2.	Grains (Greengram / Kawpi / Kadala)	70.00
3.	Bread (Half of a loaf of bread) with dhal curry	70.00
4.	Bread (Half of a loaf of bread) with sprats curry	80.00
5.	Bread (Half of a loaf of bread) with fish curry	90.00
6.	String Hoppers (10 Nos.) with dhal curry	60.00
7.	Rice with Vegetable (04 types of vegetables)	70.00
8.	Rice with an egg (03 types of vegetables)	75.00
9.	Rice with fish (03 types of vegetables)	80.00
10.	Rice with Chicken (03 types of vegetables)	90.00

- 2.9.2 The weights of the items of a meal are as specified below.

- Rice 250 g
- Fish or Chicken 40 to 50 g
- Vegetables 25 to 30 g

- String Hopper with three rounds of strings
- Grains 100 g

2.9.3 The selected party should not amend prices of Meals without prior approval of the committee.

2.9.4 A small portions of all the daily meals prepared shall have to be sent to the nursing officer of the Medical Centre for testing before issuing the meals for the employees.

## **2.10 Registration of workers employed in the Canteen**

2.10.1 All the workers employed by the selected party for this service should register in the office of Manager (Security & Investigation) and should obtain temporary entry permits to enter to the premises of CPC. These entry permits should be surrendered to the Manager (Security & Investigation) in the event of termination of service of the relevant worker.

**Note :** Day Passes (if necessary) could be obtained from the office of Manager (Security & Investigation) in an emergency or for temporary employees of this contractor.

## **2.11 Wearing Uniforms**

2.11.1 All the workers employed in the canteen should wear a uniform (while in service) for the identification. When preparing & serving the meals a hat has to be wear.

## **2.12 Responsibility of employees nominated**

2.12.1 Character of workers is one of the responsibility of the selected party. If a complaint is made regarding the behavior of workers, the contractor should inform the Manager (Security & Investigation), and remove him from the premises of CPC, after a proper investigation is done.

## **2.13 Working Hours**

2.13.1 The canteen should be opened Monday to Friday from 0730 hrs. to 1600 hrs. except holidays declared by the Government. Opening of the Canteen on weekends and holidays or weekend is done only on approval of the Deputy General Manager (Human Resources & Administration).

## **2.14 Cleanliness of the Canteen**

2.14.1 The contractor is responsible for the cleanliness of the Canteen. If the Committee and the Government Analysis are not satisfied with the cleanliness of the canteen, arrangements will be made to clean the canteen with the use of CPC employees and the cost of this service will be deducted from the monthly payment for providing tea for employees of CPC.

## **2.15 Solid Waste Management**

2.15.1 All the solid waste generated while preparing the meals and during the consumption of the foods by employees has to be disposed according to the government regulations on solid waste disposal.

## **2.16 Gate Passes for items/equipment**

2.16.1 The selected party/employee should obtain Gate Passes for items brought by him and those passes should be surrendered to the security office when those are taken out for the premises of CPC.

## **2.17 Defaults by the selected party/employee and termination of the Contract**

2.17.1 If the selected party/employee defaults in the supply of the said service or otherwise commits a breach of any of the provision in the contract with CPC has the right to forfeit the Performance Guarantee (or the cash deposit) of the contractor and terminate the contract with immediate effect or in one month notice, depending on the nature of the fault and the decision of the Committee.

## **2.18 Force Majeure**

2.18.1 Except as regards an act of God, War, Strike, Invasion, Civil War, Rebellion, Revolution, Insurrection, Earthquake or Plagues, the selected party/employee shall undertake all risks and liabilities of whatsoever kind arising out of incidentals connected with this service.

## **2.19 Arbitration**

2.19.1 If during the continuance of this contract or at any time after the termination thereof, any disputes or differences of opinion touching the interpretation of this contract were to arise between the parties hereto or their respective representatives, such differences or disputes shall be referred for Arbitration.

2.19.2 Arbitration shall be conducted under the rules of the Arbitration Centre of the Institute of the Development of Commercial Law & Practice (ICLP) in Sri Lanka & in accordance with the Arbitration Act No. 11 of 1995 of Sri Lanka. The place of Arbitration shall be Colombo, Sri Lanka.

**SCHEDULE OF PRICES**

- |   |            |
|---|------------|
| 1. Value of the lease per month                       | - Rs. .... |
| 2. Value of the lease per year                        | - Rs. .... |
| 3. Add (...%) NBT                                     | - Rs. .... |
| 4. Sub Total  | - Rs. .... |
| 5. Add (...%) VAT                                     | - Rs. .... |
| 6. Total value of lease per year<br>(including taxes) | - Rs. .... |

Name of the Bidder : .....

.....

.....  
Date

.....  
Signature of the Bidder/Employee

Note : Optional price proposals or additional conditions (if any) should be submitted separately with this bidding document.

**Form of Bid**

**To:** The Chairman  
Procurement Committee,  
Ceylon Petroleum Corporation  
1<sup>st</sup> Floor,  
No. 609, Dr. Danister De Silva Mawatha,  
Colombo 9.  
SRI LANKA

**From:** .....

.....

.....

Sir,

A-1 Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions Contract for the lease of the Canteen of CPC Head Office at No. 609, Dr. Danister De Silva Mawatha, Colombo 09, we offer to complete the whole of said services in conformity with the said document.

A-2 Unless and until a formal Agreement is prepared and executed this Bid together with your written acceptance thereof shall constitute a binding contract with us.

A-3 We understand you are not bound to accept the lowest or any Bid you may receive.

A-4 The Bid we are offering is complete and fulfils the requirements discussed in the Technical specifications of the Bidding document.

A-5 We agree to abide by this Bid for the period of Sixty (60) days from the date of opening of the same. Bid Conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.

A-6 We agree to be bound by the Bid, Bid Conditions and Performance Guarantee.

A-7 We affirm that the said items will be delivered within three (03) .months after we receive notice of acceptance of our Bid. (Order Confirmation)

A-8 We offer the lump sum fixed price of (Sri Lanka Rupees .....  
..... ( in words) .....  
..... for lease of the Canteen of CPC Head Office at No. 609, Dr. Danister De Silva Mawatha, Colombo 09 as detailed out in this

Bidding document and details of the lump sum price is as given in the schedule of prices.  
We agree that it is open to the Procurement Committee to reject this offer or to accept.

Dated this ..... day of .....2018.

Signature.....in the capacity of .....

..... duly authorized to sign Bid for and on behalf of :

Name .....

Address .....

.....

.....

**Form of Agreement (Draft)**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between CPC established by an Act of Parliament namely Act No. 28 of 1961 & having its registered Office at 609, Dr. Danister De Silva Mawatha,, Colombo 09 in the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as the “CPC” which terms of expression as herein used shall where this context so requires and admits mean & include the CPC & its Successors & assigns) of the one part and \_\_\_\_\_ of \_\_\_\_\_ a Company duly incorporated & having its registered Office at \_\_\_\_\_ (hereinafter called the “Contractor” which terms of expression as herein used shall where this context so requires and admits mean & include the \_\_\_\_\_ & its successors & assigns) of the other part

Whereas the CPC is desirous that the Works known as the ..... should be supplied by the Contractor, and has accepted a Tender by the Contractor for the supply of such services.

The CPC and the Contractor agree, as follows: -

1. In the agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and Contractor’s scope of work (services) hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as a part of this Agreement.
  - **Instructions to Bidders**
  - **Letter of Acceptance dated \_\_\_\_\_.**
  - **The Bid dated \_\_\_\_\_.**
  - **Scope of Work**
  - **Conditions of Contract**
  - **The Contractor's Proposal**



3. In consideration of the payments to be made by the CPC to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the CPC to supply and remedy any defects therein, fit for purpose in conformity in all respect according to the provisions of the Contract.
  
4. The CPC hereby covenants to pay the Contractor in consideration of the Service 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 have hereunto caused this Agreement to be executed the day, month & year afore written.

<b>Authorized Signature of the Chairman Of CPC</b>		<b>Authorized Signature of the Contractor</b>	
<u>In the presence of</u>		<u>In the presence of</u>	
<b>Name</b>		<b>Name</b>	
<b>Signature</b>		<b>Signature</b>	
<b>Address</b>		<b>Address</b>	

ANNEXURE – C

FORMAT FOR PERFORMANCE GUARANTEE

.....[issuing Agency’s Name and Address of issuing Branch or Office].....

**Beneficiary** : .....[Name and Address of Employer].....

**Date** : .....

**PERFORMANCE GUARANTEE NO** : .....

We have been informed that .....[name of Contractor/ Supplier] (hereinafter called “the Contractor”) has entered into Contract No. ....[reference number of the contract] dated .....with you, for the ..... [insert “ construction”/ “Supply”] of .....[name of contract and brief description of Works] (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 Contractor, we ..... [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of .....[amount in figures] (.....) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .....day of ....., 2018[insert date, 28 days beyond the scheduled contract completion date] and any demand for payment under it must be received by us at this office on or before that date.

.....  
[ Signature(s)]