



CEYLON PETROLEUM CORPORATION

(Established by Parliamentary Act Number 28 Of 1961)

BIDDING DOCUMENT

TENDER FOR GARDEN MAINTENANCE OF REFINERY HOUSING SCHEMES

Tender No REF- PD/SER/13/2025

**DEPUTY REFINERY MANAGER
(MAINTENANCE & PROJECTS)
CEYLON PETROLEUM CORPORATION,
REFINERY DIVISION,
SAPUGASKANDA,
KELANIYA**

TELEPHONE : 0117732977/ 0112400431

FAX : 0112400431/ 0112400436

INVITATION TO BID
CEYLON PETROLEUM CORPORATION
REFINERY DIVISION
TENDER FOR GARDEN MAINTENANCE OF
REFINERY HOUSING SCHEMES

Tender No REF- PD/SER/13/2025

The Chairman, Department Procurement Committee on behalf of Ceylon Petroleum Corporation (CPC) invites sealed bids from eligible bidders for “Garden Maintenance of Refinery Housing Schemes” for 12 months”.

To be eligible for awarding the Contract, the successful bidder shall not have been blacklisted and shall have complied with the eligibility and qualification criteria stated in the Bidding Document.

The bidders can download the bidding document from CPC website, i.e. - <http://ceypetco.gov.lk/public-tenders/>. The bidder should pay a non-refundable fee of Rs. 1,000.00 to the Account No. 004100110208633 of Ceylon Petroleum Corporation of People’s Bank (Head Office) and the payment receipt should be submitted along with the Bid.

The Bid will be closed at 1400 hrs. on 03/12/2025 and opened at the Office of Manager (Procurement & Stores) at the address given below, immediately after the closing time of the Bid.

Chairman, Department Procurement Committee,
c/o Manager (Procurement & Stores),
Ceylon Petroleum Corporation,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09,
Tele : 0117732977/ 0117296332
Fax : 0112400431/ 0112106769

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1. INSTRUCTIONS TO BIDDERS (ITB)

1.1 Basis of Contract

The contract will be to supply services for maintenance of open areas, roads, lawns & gardens within CPC Refinery Housing Schemes (5 & 11 Acre blocks) premises as per the scope of work and terms and conditions in this bidding document, at a fixed price agreed in the contract. The contract will be entered into with CPC for a period of 12 months.

1.2 Eligibility of the Bidder

Bidders shall not have been blacklisted by any of the government, semi-government institution. The bidder shall have experience in providing garden maintenance services in similar nature.

1.3 Bidding Documents

Bidding Document will consist of the followings:

1. Invitation to Bid
2. Instructions to Bidders
3. Conditions of Contract (CoC)
4. Scope of Work
5. Other Conditions of contract
6. Schedule of Prices
7. Form of Bid
8. Format for Bid Security Guarantee
9. Form of Agreement
10. Format of Performance Guarantee

1.4 Pre Bid Meeting & Site Visit

The Bidder will be required to attend a pre bid meeting, at the Training Centre of Ceylon Petroleum Corporation., Refinery Division, Sapugaskanda Kelaniya Scheduled on 27/11/2025 at 10.00 hrs.

The Contractor will examine the sites and its surroundings, before submitting their bid and shall satisfy themselves as to the nature of the site, the quantities and nature of the work and all relevant information as to risks, contingencies and other circumstances which may influence their tender.

However CPC reserves the right to differ this meeting with advanced notice to prospective bidders.

CPC will not be responsible for any costs incurred by the prospective bidders, involved with the attendance to this meeting.

Attendance to this meeting by an authorized and competent representative of the Bidder, along with a letter of authorization, will be compulsory.

Failure to attend the meeting will result in the Bid offer being rejected.

1.5 Schedule of Prices

All rates shall be furnished in the “**Schedule of Prices**” in “**SCHEDULE A**” of this Bidding document.

The rates should be stated for the garden maintenance works separately for the different zones as specified in the “Schedule of Prices – Category A”.

The rates in in the “Schedule of Prices – Category A” should be lump sum prices per month for the total work for employing labourers, (including all charges towards statutory compliance such as EPF, ETF, bonus, gratuity, leave compensation, supervision etc), supply of equipment, tools, consumables, Social

Security Contribution Levy (if applicable) and all other overheads required to perform the scope of work, as per the bidding document.

The contractor is liable to supply additional services as and when requested by CPC. In case of such situations an additional payments will be made to the contractor as per the rates quoted for the additional services in the “Schedule of Prices – Category B”.

Quoted rates should be free from any pre-conditions regarding payments etc or otherwise offers are liable to be rejected.

There will be no escalation in the price during entire contract period.

Offers not sent in the given format and in the manner required will be rejected.

1.6 Bid Security Guarantee:

Each Bid shall be accompanied by a Bid Security Guarantee, undertaking that the offer will be valid for 90 days and that the offer will not be withdrawn during that period. Such Bid Security Guarantee shall be in the form of guarantee issued by a recognized commercial Bank in Sri Lanka and acceptable to the CPC, Refinery and should be encashable on demand and payable to CPC in a sum of Rupees Thirty Five Thousand (Rs 35,000/=)

The Bid Security Guarantee shall be valid for 120 days (up to 02/04/2026) from the date of closing of the tender and shall be in accordance with the specimen in *Annex “B”*, “Format for Bid Security Guarantee”.

Failure to submit the Bid Security Guarantee at the time or before the closing of tender and in accordance with the above said requirements will result in the tender offer being rejected. Bid Security Guarantee from unsuccessful bidder will be returned to them after an award is made in accordance with the above said requirements.

The Bid Security Guarantee of the successful bidder will be returned back to him after receipt of Performance Guarantee.

1.7 Documents / Information to be Submitted with the Bid

The following documents / information shall be submitted with the bids.

- (1). The Original copy of the nonrefundable payment receipt of Rs 1,000.00
- (2). The Original copy of the Bid Security Guarantee
- (3). The Schedule of Prices, duly completed & signed
- (4). The Form of Bid, duly completed & signed
- (5). The past experience records of recently handled jobs and currently handling jobs of similar nature.
- (6). The bidder shall produce the evidence for payments of ETF and EPF contribution (ie C Form) to its presently working cleaning service employees for the past years.
- (7). Business Registration certificate.
- (8). Company profile

1.8 Sealing & Marking of Bids:

Bids shall be submitted in duplicates as per the conditions specified in this Bidding Document. The original and the duplicate of the Bid shall be placed in separate envelopes marked 'ORIGINAL' and 'DUPLICATE'. Both envelopes shall be enclosed in one securely sealed cover, which shall be marked "BID FOR THE GARDEN MAINTENANCE OF REFINERY HOUSING SCHEMES" on the top left hand corner and the statement, “DO NOT OPEN BEFORE 1400 hrs. on 03/12/2025 (to be completed with the time and date specified in the Bidding Document) and shall be addressed to:

**Chairman, Department Procurement Committee,
C/o Manager (Procurement & Stores),
Procurement & Stores Function,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.**

If the outer envelope is not sealed and marked as required above, CPC will assume no responsibility for the Bids 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.

1.9 Period of Validity of Bids

All offers shall be valid for a minimum period of Ninety (90) days from the Date of Closing of the Bid. Bidders should however, clearly indicate the maximum period that their offers would be valid. A Bid valid for a shorter period will be rejected as non-responsive.

1.10 Modification, Substitution & Withdrawal of Bids

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. The Bidder's modifications shall be prepared, sealed, marked and dispatched as follows:

- a) The Bidders shall provide an Original and a Duplicate, as specified in **the clause 1.8**, of any modifications to his Bid, clearly identified as such in two envelopes, duly marked **"BID FOR THE GARDEN MAINTENANCE OF REFINERY HOUSING SCHEMES"**. The envelopes shall be sealed in an outer envelope, duly marked **"BID MODIFICATIONS"**.
- b) 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 forwarded to the address specified in **Clause 1.8**

Bearing the Bid 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.

1.11 Closing of Bids

Bid offers, sealed and addressed as aforesaid, shall be sent under Registered Cover or delivered, to reach:

**Chairman, Department Procurement Committee,
C/o Manager (Procurement & Stores),
Procurement & Stores Function,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.**

not later than 14.00 hrs on 03/12/2025.

If the bidders or their representatives choose not to send their bid offers under Registered Cover, they may deposit such Bids in the tender box provided for this purpose at the above address.

Any Bid received by the Chairman, DPC after the deadline for submission of Bids, will not be considered and returned unopened to the Bidder.

1.12 Opening of Bids

Bids will be opened immediately after the closing date and time fixed for receipt of Bids, at the office of **Manager (Procurement & Stores), Ceylon Petroleum Corporation, No. 609, Dr. Danister De Silva Mawatha, Colombo 09.**

The Chairman, DPC 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 Bidding document.

1.13 Award Criteria

DPC 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 and capable to perform the contract satisfactorily.

Substantially responsive bidder shall provide all necessary details to prove their ability to provide a successful service. This shall include a list of organizations they have supplied this service.

The successful Bidder will be called upon to provide maintenance services to Refinery Housing Schemes (5 & 11 Acre blocks) in conformity with the Tender Conditions for 12 Months with effect from the date of award.

The Successful bidder will be called upon to enter into an Agreement with CPC. A Specimen **“Form of Agreement”** is attached as **Annex –“C”**

1.14 Rights of the Procurement Committee to Accept or Reject any or all Bids

The Department Standard Procurement Committee reserves the right to accept or reject any bid without giving reasons.

2. CONDITIONS OF CONTRACT (COC)

2.1 Performance Guarantee

On the tender being accepted, CPC shall notify such acceptance by a letter or fax to the successful bidder whose tender has been accepted. Such notification shall require the successful bidder to furnish at his own cost and expenses, a Performance Guarantee through a reputed Commercial Bank in Sri Lanka acceptable to the Refinery in a sum of not less than 10% of the full contract price (price for 12 months period) of the successful tenderer within one week. The Performance Guarantee shall be valid for 13 months and shall be strictly on the form given in Annex “D”, “Format for Performance Guarantee” which will be released after successful completion of the job awarded.

If the successful Bidder fails to furnish the Performance Guarantee as provided therein, the bid will be rejected and such bidder will be placed in the list of defaulting contractors.

Further the successful Bidder, in the event of his failure to furnish the Performance Guarantee as required, shall be liable for any losses, costs, expenses and damages, which the CPC may sustain in consequence of such failure and the forfeiture of his Bid Security Guarantee.

2.2 Validity of Bid offer

The rates quoted shall be valid for a period of 12 months commencing from the date of award of the Contract & no rate increase will be entertained.

2.3 Payment

Payments will be made on monthly basis. The Contractor shall send the invoices to CPC for the services given, at the end of each month and CPC Officer- In-charge of this work will certify the bill if the works are carried out satisfactorily.

CPC will be particular about attendance of the labourers and any failure to employ minimum required labour force, the deductions/ penalties will be imposed as Clause 2.4.

2.4 Deductions/ Penalties

Frequent site visits will be conducted by CPC Officer to assess the workmanship of the contractor.

2.4.1 If the works are found unsatisfactory in any of the Zone, CPC reserves the right to impose deductions/penalties for each affected Zone from the monthly payment as determined by CPC.

2.4.2 In case the contractor fails to employ required minimum Labour force (minimum 3 labourers) as mentioned in the Bidding document, CPC has right to make deductions as penalties from the monthly payment as follows.

- a) For absence of a labourer, 0.9% of the Lump Sum Price Per Month (total monthly cost specified in Schedule of Prices - Category A) will be deducted per day.

2.4.3 If the contractor fails to provide necessary tools/ machineries for proper execution of the job, CPC has the right to impose penalties at its discretion.

2.5 Tax Liabilities

Contractor shall be liable to pay any taxes levied by Sri Lanka Governmental Authority on its profits derived from execution in Sri Lanka of this work under this contract. Contractor shall also be liable for all income taxes of its sub-contractors and personnel income taxes of contractor's and of its sub-contractors and personnel.

2.6 Rights of CPC

CPC, reserves the right to place orders for carrying out maintenance services in any other form as might be considered necessary in the circumstances and the Corporation does not bind itself to place orders on any one particular contractor exclusively. However, once the award has been made and rates of any successful Bidder accepted, he will be bound to supply the services stipulated in the contract, at the accepted rates.

2.7 Termination of Contract

CPC also reserves the right to terminate the contract by giving one month’s notice without assigning any reason.

In the case of any failure to provide required services throughout the month as per the tender conditions and the CPC satisfaction, CPC reserves right to terminate the contract without asking any reason, in which event the Performance Guarantee will be forfeited and the contractor will be placed in the list of defaulting contractors.

2.8 Arbitration:

All disputes arising between the parties hereto or their respective representatives, in connection with this contract, during its continuance or at any time after the termination thereof, shall be referred for Arbitration.

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 and in accordance with the Arbitration Act No. 10 of 1995 of Sri Lanka.

2.9 Scope of Work

2.9.1 Routing Garden Maintenance Services

The contractor shall provide garden maintenance services for the Refinery Housing Schemes (11 Acre & 5 Acre blocks) as follows. The number of labourers shall be adjusted, but not less than the minimum quantities specified below to ensure the execution of the jobs up to the satisfaction of CPC requirement.

The labour requirement, working schedule and the main scope of work of the garden maintenance services are as follows.

Working Days	Working Hours
Minimum 3 labourers from Monday to Saturday except Mercantile holidays.	7.30 a.m to 4.30 p.m.

For efficient maintenance of RHS gardens, the total area is divided into three major areas as follows. The contractor shall assign sufficient labourers to these areas to ensure proper cleaning and maintenance.

Area	Description of area
Zone 1	Refinery Housing Scheme - 5 Acre block Housing scheme area, security points, bachelor quarters and the ground.
Zone 2	Refinery Housing Scheme - 11 Acre block Surroundings of the houses in housing scheme, Club house, ground area, bachelor quarters, pool area, main entrance
Zone 3	Refinery Housing Scheme - 11 Acre block Area not covered under the Zone No. 2 (gardens of unoccupied houses etc)

The following works are required to be carried out in the open areas, roads, lawns & gardens in the above mentioned areas.

- a) Cutting/ trimming of grass by manually or using grass cutting machine/ lawn mower at regular intervals of time (at least two times per month) to maintain a uniform appearance (grass height – only about 1”). Care must be taken to cover the area around the swimming pool without allowing any debris to fall to the pool.
- b) Trimming and shaping of hedges and plants.
- c) Weeding out wild plants & unnecessary grass.
- d) Pruning branches of unsafe trees and trimming branches of trees leaning on both sides of roads at a reachable height (removable with hand tools), as per the instruction of CPC.
- e) Sweeping the entrances of the both Housing schemes (5 & 11 Acre blocks) daily before 09.00 a.m.
- f) Sweeping all roads and removing of weeds, grass, and unwanted plants etc., that grow on the sides of the roads and disposing properly and keeping them in a neat and clean condition.
- g) Maintaining the gardens of empty houses and its surroundings.
- h) Trimming/ pruning “Villo” trees around the swimming pool to a height of 10 feet.
- i) Grass cutting of road along the Batalanda road up to CPC boundaries.
- j) Removing all accumulated rubbish/ refuse materials to the dumping locations and disposing properly.
- k) Collecting litters and discarded items and dispose to a dump yard by a tractor or a suitable vehicle as instructed by CPC.
- l) Cleaning of drains on both sides of the roads.
- m) Cleaning of roadside gullies and clearing of storm water gully blockages when the need arises.
- n) Overall maintenance of all open areas, lawns, gardens and cleaning of roads in a very cleaned and attractive condition in order to give a beautiful look.

The working activities shall include the above mentioned major scope, however, the contractor is liable to carry out any other related service need of CPC, as instructed.

2.9.2. Additional Garden Maintenance Services

The contractor shall provide following additional services under supervision of CPC personal as and when requested by CPC.

- A) Supply of skilled and experienced labourers (with necessary hand tools) on an hourly basis in emergency situations to carryout following jobs.
 - a) Cutting of unnecessary/ unsafe tree branches, that requires power tools (such as chainsaws) and access equipment (such as ladders)
 - b) Removal of felled trees obstructing access or creating safety risks
 - c) Clearing debris resulting from tree falls or branch breakage.
- B) Supply of a reliable chainsaw with fuel suitable for cutting branches and felled trees, on an hourly basis.

Note :

- Contractor should respond to emergency calls within 2 hours of notice.
- Services may be required during odd hours, weekends, or public holidays.
- Payment will be done measure and pay basis if utilized only.

2.10 Other Conditions of Contract

- 2.10.1. The contractor shall deploy sufficient labour force to execute the scope of work to meet the expectation of CPC and all work shall be supervised by a qualified supervisor.
- 2.10.2. All tools and equipment including grass cutting machines, lawn movers, bush cutters, brooms, mamotees, choppers, slasher with tractor etc and personnel safety equipment such as gloves, gumboots, face shields etc., and first aid apparatus shall be provided by the contractor and all necessary equipment should be available at any time and contractor shall bear the cost of consumables, petrol, repair and maintenance by his own cost.
- 2.10.3. If an urgent cleaning requirement arises, CPC will inform the contractor such situations verbally and contractor shall carryout necessary execution work on urgent basis.
- 2.10.4. CPC Officer will inspect the sites time to time to assess the condition. If any deficiency in service is observed, CPC will inform the contractor and he shall take immediate action to increase the labour force as sufficient or shall deploy his labourers on holidays to correct the situation without any additional cost.
- 2.10.5. All labourers employed shall be physically fit males and shall have ability to operate machineries use for this work
- 2.10.6. The labourers employed are expected to be honest and diligent people with a good moral conduct. In the event of any act of misconduct by any employee of the contractor, the contractor shall take immediate action to remove such employee and replace him with a suitable employee in order to prevent disruption of the service. The contractor shall be fully responsible of the discipline of his workers to maintain the dignity of CPC.

- 2.10.7. An attendance register are to be maintained at both premises to record the attendance of labourers. The contractor is responsible for maintenance of the monthly attendance of his employees and failure will caused deduction from the particular month's bill.
- 2.10.8. The contractor shall be responsible for paying fair and reasonable wages in compliance with relevant categories of Wages Board Ordinance to the labourers involved in this service and their EPF and other obligations. Documentary proof for EPF contributions made (ie C form) shall be submitted along with the bid.
- 2.10.9. If there is any damage to the CPC property or any other financial burden on the CPC because of willful or negligent action by the contractor or his personnel, CPC shall be entitled to recover the same by means of compensation from the contractor.
- 2.10.10. The contractor is liable to supply cost break down of the quoted price as and when requested by CPC.
- 2.10.11. The contractor is expected to obtain blanket insurance cover for all labourers involved, against accidents, injuries, deaths etc. Any type of losses due to any such incident is the sole responsibility of the contractor.
- 2.10.12. All works should be carried out according to Fire and Safety Regulations.
- 2.10.13. All labourers involved shall be highly reliable people who are personally known to the contractor. They shall all be screened with police clearance reports, which will be a mandatory requirement (if requested by CPC). Producing of these reports shall be the responsibility of the contractor.

SCHEDULE OF PRICES**TENDER FOR GARDEN MAINTENANCE OF
REFINERY HOUSING SCHEMES
TENDER NO REF-PD/SER/13/2025****CEYLON PETROLEUM CORPORATION
REFINERY DIVISION**

Category A	Description	Total Monthly Cost (without VAT) (Rs)
Garden Maintenance Services - Total cost including man power, equipment, consumables and other overhead relevant to the garden maintenance service as per the Bidding Document.	Zone 1 (for the area specified in the bidding document clause No. 2.9.1 'Scope of Work' )	.....
	Zone 2 (for the area specified in the bidding document clause No. 2.9.1 'Scope of Work' )	.....
	Zone 3 (for the area specified in the bidding document clause No. 2.9.1 'Scope of Work' )	.....
	Total monthly cost for supply of Garden Maintenance Services for RHS	.....
Total cost for 12 months (for 1 year) (without VAT)		.....
Total cost for 12 months (for 1 year) (with 18% VAT)		.....

Category B - Rates for additional services as and when requested by CPC in case of emergency situations as described in the clause No. 2.9.2 in the scope of work.

Description	Estimated quantity-per year	Rate per Hour (w/o VAT) Rs	Total Price- (w/o VAT) (Rs)
a) Supply of a labourers - Rate should be inclusive of cost of labour payment, necessary hand tools other than chain saw, consumables, personnel protective wear, transportation of persons and equipment, other operational cost and all other applicable overheads applicable to perform the work.	432 Man hours	.....	.....
b) Supply of a chainsaw - Rate should be inclusive of hiring charges of the machine, fuel & other consumables.	108 hours	.....	.....
Total cost for 12 months (for 1 year) (without VAT)			.....

VAT Registration No. is to be indicated, if VAT is paid by the bidder in respect of this service. If it is not indicated in the quotation, CPC will not pay VAT component.

VAT Registration No :- (if applicable only)

Signature :

Date :

Name :

Designation :

Company Name :

Company Stamp:

Address :
.....

Telephone No :

Fax No :

FORM OF BID

To: The Chairman
 Department Standard Procurement Committee (Minor)
 Ceylon Petroleum Corporation
 Refinery Division
 Sapugaskanda
 Kelaniya
SRI LANKA

From:

Sir,

- A-1 Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of contract, for “Tender for Garden Maintenance of Refinery Housing Schemes”, 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 offer 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 offer you may receive.
- A-4 The Bid we are offering is complete and fulfils the requirements discussed in the Bidding document.
- A-5 We agree to abide by this Bid offer for the period of Ninety (90) days from the date of opening of the same. Conditions and prices quoted will 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 Tender, Tender Conditions and Performance Guarantee.
- A-7 We affirm that providing of the said services will commence within 14 days after we receive notice of acceptance of our Bid from the CPC.
- A-8 We offer the prices as given in the “**Schedule of Prices**” for “Tender for Garden Maintenance of Refinery Housing Schemes” as detailed out in this tender document.

We agree that it is open to the Procurement Committee to reject this offer or to accept.

Dated this day of2025.

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

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

Name

Address

.....

Witnesses:

- | | |
|---------------------|---------------------|
| 1. Signature: | 2. Signature: |
| Name: | Name: |
| Address : | Address: |
| | |

ANNEX- B**FORMAT FOR BID SECURITY GUARANTEE**

[this Guarantee form shall be filled in accordance with the instructions indicated in brackets]

----- [insert issuing agency's name, and address of issuing branch or office]

Beneficiary: ----- [insert (by PE) name and address of Employer]

Date: ----- [insert (by issuing agency) date]

BID SECURITY No.: ----- [insert (by issuing agency) number] We have been informed that ---
----- [insert (by issuing agency) name of the Bidder]
(hereinafter called "the Bidder") has submitted to you its bid dated -----[insert (by issuing agency)
date] (hereinafter called "the Bid") for the execution of [insert name of Contract] under Invitation for Bids No. ----
----- [insert IFB number] ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ----- [insert name of issuing agency] hereby
irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [insert
amount in figures] ----- [insert amount in words] upon receipt by us of
your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its
obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter
"the ITB") ; or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails
or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance
Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract
signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the
successful bidder, upon the earlier of (i) the successful bidder furnishing the performance security, otherwise it will
remain in force up to ----- (insert date)

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that
date.

[signature(s) of authorized representative(s)]

FORM OF AGREEMENT

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, CPC and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

WHEREAS

- (a) the CPC has requested the Service Provider to provide certain Services as defined in the Conditions of Contract and Contract Data attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the CPC that they have the required skills, and personnel and resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of _____ ;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The Conditions of Contract;
- (b) The Contract Data;
- (c) The Form of Bid
- (d) The Schedule of Prices
- (e) The CPC’s Requirements
- (f) The following Appendices : *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*
 - Appendix A: Description of the Services
 - Appendix B: Schedule of Payments
 - Appendix C: Key Personnel
 - Appendix D: Breakdown of Contract Price
 - Appendix E: Services and Facilities Provided by the Employer

2. The mutual rights and obligations of the CPC and the Service Provider shall be as set forth in the Contract, in particular:

- (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The CPC shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of CPC

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

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]*
 (hereinafter called " the Contractor") has entered into Contract No.....*[reference*
number of the contract] dated.....with you, for the.....
*[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]*, 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....., 20.....*[insert date, 28 days beyond the*
Intended Completion Date] and any demand for payment under it must be received by us at this office on or before
 that date.

[Signature(s)]