



CEYLON PETROLEUM CORPORATION

***PROFESSIONAL SERVICE FOR THE
REFURBISHMENT OF THE CENTRAL AIR
CONDITIONING SYSTEM AT CPC HEAD OFFICE,
DEMATAGODA***

B/02/2026

***BIDDING DOCUMENT
2025***

CEYLON PETROLEUM CORPORATION

Bid for the Contract “Professional Service for the Refurbishment of the Central Air Conditioning System at CPC Head Office, Dematagoda”

Invitation to Bid

B/02/2026

Ceylon Petroleum Corporation (CPC) at No. 609, Dr. Danister De Silva Mawatha, Colombo 09, Sri Lanka, will receive sealed Bids for the contract “Professional Service for the Refurbishment of the Central Air Conditioning System at CPC Head Office, Dematagoda” from interested bidders who have past experience in similar work.

Failure to furnish documents requested in this document may result in the Bid being rejected.

INVITATION FOR BIDS
CEYLON PETROLEUM CORPORATION
PROFESSIONAL SERVICE FOR THE REFURBISHMENT OF THE CENTRAL AIR CONDITIONING SYSTEM AT CPC HEAD OFFICE, DEMATAGODA

B/ 02 /2026

The Chairman, Departmental Procurement Committee (DPC) of Ceylon Petroleum Corporation will receive sealed bids from reputed Organizations/Professionals for the “Professional Service for the Refurbishment of the Central Air Conditioning System at CPC Head Office, Dematagoda”

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.

*Bidding documents can be obtained on working days between **0900 hrs. to 1500 hrs. up to 05.02.2026** from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st Floor, No. 609, Dr. Danister De Silva Mawatha, Colombo 09, on a written request, after payment of non-refundable fee of Rs. 1,000.00 (Rs. 826.79 + 2.5% SSCL + 18% VAT) per set or download from CPC website, (i.e - <http://cey petco.gov.lk/public-tenders/..>) 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.*

All Bids should be accompanied by a Bid Security amounts to Rs. 15,000.00.

*The Bid will be closed at **1400 hrs. on 06.02.2026** and opened at the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation at the address given below, immediately after the 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 may be deposited in the tender box kept in the office of Manager (Procurement & Stores) at the above address.

Clarification (if any) shall be sought from Manager (Procurement & Stores) over the Telephone No. 0117296336 or e-mail : dmgr.cey petco@gov.lk

*Chairman,
Departmental Procurement Committee,
C/o Manager (Procurement & Stores),
Procurement & Stores Function,
Ceylon Petroleum Corporation,
1st Floor, No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.
Tel : 011 7296336, Fax – 0112106769*

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1. INSTRUCTIONS TO BIDDERS

1.1 Introduction

Ceylon Petroleum Corporation (CPC) invites sealed bids from eligible and qualified bidders to provide “Professional Service for the Refurbishment of the Central Air-Conditioning System at CPC Head Office, Dematagoda”

Eligibility Criteria:

A. For Organizations:

- a. Minimum ten (10) years of professional experience in central air - conditioning systems Design/ Supervision services.
- b. Successfully completion of at least two similar refurbishment/new-build projects, each with a construction contract value of no less than Rs. 100 million.

B. For Individuals:

- a. Should be a Chartered Mechanical or Building Services Engineer affiliated with the Institution of Engineers (Sri Lanka) (IESL) with the name listed in the 2024/2025 Directory of Building Services Engineers under the Heating, Ventilation, Air-Conditioning and Refrigeration Systems sub-discipline.

1.2 Content of the Bidding Documents

Bidding Document will consist of the followings;

- a) Instructions to Bidders (ITB)
- b) Conditions of Contract (COC)
- c) Terms of Reference
- d) Schedule of Prices
- e) Form of Bid (Annex-A)
- f) Format of Bid Security Guarantee (Annex – B)
- g) Form of Agreement (Annex – C)
- h) Format of Performance Security Guarantee (Annex – D)

1.3 Documents to accompany the Bid

All Bidders shall furnish adequate information in respect of the contract specified.

Failure to furnish the following documents and details, before the closing of Bid, may result in the Bid being rejected. All documents shall be furnished in English language.

A. If Participating as an organization

- a) Company Profile
- b) Proof documents (*i.e. Purchase Orders, Contract Agreements, Completion Certificates etc.*) that the bidder have successfully provide service related to Central Air-Conditioning Systems covering the minimum scope of works including Detail designs, BOQ preparations/estimations,

Construction Supervision for the projects with a construction contract value of no less than 100 million LKR.

- c) Details of ongoing contracts
- d) Details of Staffing (Detailed CVs)
- e) Schedule of Prices duly completed and signed.
- f) Form of Bid (Annexure – A) completed and signed.
- g) Form of Bid Security (Annexure-B)

B. If Participating as an Individual

- a) Proof Document that the Bidder's name is included in the IESL 2024/2025 Directory of Building Services Engineers under the Heating, Ventilation, Air-Conditioning and Refrigeration Systems sub-discipline.
- b) Detailed CV
- c) Schedule of Prices duly completed and signed.
- d) Form of Bid (Annexure – A) completed and signed.
- e) Form of Bid Security (Annexure-B)

1.4 Sealing and marking of Bids

Bids shall be submitted in duplicates. The original and the duplicate of the Bid shall be placed in separate envelopes marked 'ORIGINAL' and 'DUPLICATE' and shall be marked "**Professional Service for the Refurbishment of the Central Air-Conditioning System at CPC Head Office, Dematagoda**" on the top left hand corner and the statement, "DO NOT OPEN BEFORE 1400 hrs on **06.02.2026** (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,
1st Floor, No. 609,
Dr. Danister De Silva Mawatha,
Colombo 09.
Sri Lanka.

If the outer envelope is not sealed and marked as required above, the 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. In the event of any discrepancy between the Original and the Duplicate, the Original shall govern.

1.5 Period of validity of Bids

All bids shall be valid for a **minimum period of Forty-Nine (49) days (i.e. up to 26.03.2026)** from the closing date of the Bid. Bidders should however, clearly indicate the maximum period that their offer would be valid. **A Bid valid for a shorter period will be rejected as non-responsive.**

1.6 Signing of Bids

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. All pages of the Bid except for un-amended printed literature shall be initialed by the person(s) signing the Bid.

Any inter lineation, erasures or over-writing shall be valid only if they are initialed by the person(s) signing the Bid.

1.7 Clarification of Bidding Document

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 the Bidding Document clause 1.4. 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 all prospective Bidders who have collected Bidding Documents.

1.8 Deadline for submission of Bids

Chairman, Procurement Committee, CPC must receive Bids at the address specified under ITB Clause 1.4 not later than the time and date stipulated in the ITB Clause 1.11.

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.

1.9 Late Bids

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

1.10 Withdrawal of Bids

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 Manager (Procurement & Stores), which the address is given in Clause No. 1.4. 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

Bids sealed and addressed as aforesaid, shall be sent under registered cover to reach to the address given in sub-clause 1.4 not later than **1400 hrs. (Sri Lankan local time) on 06.02.2026**. 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 mentioned in sub-clause 1.4.

1.12 Opening of Bids by CPC

Bids will be opened immediately after the closing date and time fixed for receipt of Bids. The address where bids are opened is given in clause 1.4. or such other place as arranged, if the office of the Manager (Procurement & Stores) is unavailable.

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.

The Bid Prices, discounts, and Bidder's names, the presence or absence of the requisite Bid Security Guarantee 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.

Bids that are not opened will not be considered for evaluation, regardless of the circumstances.

1.13 Bid Security Guarantee

Each Bid shall be accompanied by a Bid Security Guarantee, undertaking that the bid will be held valid for the specified period, and that the bid will not be withdrawn during that period. Such security shall be in the form of a Bank Draft or a Bank Guarantee issued / confirmed by a recognized Bank in Sri Lanka, and payable to the CPC on demand in a sum of **Rupees Fifteen Thousand only (Rs. 15,000.00)**.

The Bid Security Guarantee should be valid for Seventy Seven (77) days (i.e up to 23.04.2026) from the date of closing of Bid. A form of Bid Security Guarantee is attached in Annex "B".

Failure to submit the Bid Security Guarantee at the time, or before the closing of Bid, and in accordance with above said requirements, and in the format provided, will result in the Bid being rejected. Bid Security Guarantee from unsuccessful Bidders will be returned to them after the award is made to the successful Bidder. The Bid Security of the successful Bidder will be returned only after receipt of the **Performance Security Guarantee**.

1.14 Schedule of Prices

Bidders are required to duly sign and return the "Schedule of Prices" as indicated in the bidding document. Bidders are required to indicate the amount of VAT separately with VAT Registration Number. Prices not submitted on the prescribed form and in the manner required are liable for rejection.

When Pricing, Bidder shall consider all costs required including the supporting staff etc.

1.15 Preliminary Examination of Bids

CPC will examine the Bids to determine whether they are complete, any computational errors have been made, whether the documents have been properly signed, and the Bids are generally

in order. If not, CPC may at its discretion call clarifications from the Bidder. The request for clarification and the response shall be in writing within one week's form the clarifications and no change in the price or substance of the Bid shall be sought, offered or permitted.

1.16 Correction of Errors

Bids determined to be substantially responsive will be checked by the CPC for any arithmetic error. Errors will be corrected by the CPC in the following manner;

- 1.17.1 Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- 1.17.2 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.
- 1.17.3 If the total bid price increases due to corrections made on above procedure, the bid price shall not be adjusted to the increased price and the corrections should be readjusted within the bid price in consultation with the bidder.
- 1.17.4 If the bid price decreases by the above procedure, the amount stated in the Form of Bid shall be adjusted with the concurrence of the bidder and shall be considered as binding upon the bidder.
- 1.17.5 If the bidder does not accept the corrected amount of bid, its bid shall be rejected and the bid security may be forfeited.

1.17 Evaluation of Bids:

CPC will carry out a detailed evaluation of Bids, to determine whether the Technical aspects are properly addressed, and the Bids are substantially responsive.

a) Technical Evaluation:

If Participating as an Organization: This will be based at a minimum, on the Proof Documents for the Past Experience/Staffing qualification of the bidder related to Central Air-Conditioning Systems.

If Participating as an Individual: This will be based at a minimum, on the Proof Documents for IESL Directory registration/ Past Experience of the bidder related to Central Air-Conditioning Systems.

b) Financial Evaluation:

This will be based on the Schedule of Prices. The determination of the substantially responsive lowest price will be carried out by comparing the overall prices indicated in Schedule of Prices are align with the available budget of Rs. 1.5 Mn.

1.18 Procurement Committee's right to accept or reject any or all Bids

The Procurement Committee will not be bound to make the award to the Bidder submitting the lowest offer. The Procurement Committee reserves the right to reject any or all Bids or any part thereof, without assigning any reasons.

1.19 Notice of Acceptance

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.

1.20 Award Criteria

1.21.1 Subject to ITB Clause 1.17, 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.

1.21.3 If the Successful bidder is called upon to enter into an Agreement with CPC, the bidder should be ready to sign an agreement with CPC.

2. CONDITIONS OF CONTRACT (COC)

2.1 Performance Guarantee

- 2.1.1 The successful Bidder, on being notified by CPC of the acceptance of his Bid, shall furnish at his own expense a Performance Guarantee, within fourteen (14) days of such notification through / confirmed by a Licensed Commercial Bank in Sri Lanka, in a sum equivalent to 5% of the value of the accepted Bid. The Performance Guarantee shall be substantially in the format given in Annexure - D
- 2.1.2 If the successful Bidder, fails to furnish the Performance Guarantee as aforesaid, his name will be placed in the list of defaulting Contractors. CPC shall therefore, be entitled in its absolute discretion to make suitable arrangements required for the performance of such Bid, as the case may be, at the risk and expense of the successful Bidder.
- 2.1.3 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 Bid Security Guarantee shall be forfeited.

2.2 Payment Terms

Payment will be made on the percentage from the Contract value under the following schedule

1	Advance payment	20%
2	Providing design and estimation of chiller and piping system to satisfy the client requirements	15%
3	Completion of Bid drawings and preparation of BOQ with relevant specifications, details and submit to client for Bidding with estimate (02 nos. of soft and hard copy)	30%
4	Assist to evaluate and completion of construction drawings	10%
5	Supervision of installation work up to completion of installation and commissioning	25%

2.3 Delivery Period of bidding package

The Service Provider shall submit the complete bidding package (technical specifications, drawings, BOQ, engineer's estimate, and evaluation criteria) within two (02) months of contract commencement date.

2.4 Defaults by Successful Bidder

If the successful Bidder, defaults in performing this contract as specified in this contract document or otherwise commit a breach of any of the provisions in the Contract with CPC, he shall be liable to pay to CPC, all losses, damages and expenses incurred by CPC, in consequence of such default or breach. Bidders should declare that they had read the Bid conditions, and that they make the offer in compliance with, and subject to all the conditions thereof, and agree to perform the services in accordance with the said conditions in the manner therein set out, and in terms of this offer. A Form of Bid, as Annex- 'A' is attached.

2.5 Liquidated Damages

Liquidated Damages amounting to 1/2000 of the Contract value will be levied per each day delayed beyond the delivery period specified in the contract up to a maximum of 10% of the contract value.

2.6 Force Majeure:

Except as regards an act of God, War, Strike, Invasion, Civil war, Rebellion, Revolution, Insurrection, Earthquake or Plagues, the Bidder shall undertake all risks and liabilities of whatsoever kind arising out of incidentals connected with the sale.

2.7 Arbitration.

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.

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

2.8 Termination

CPC may at any time terminate the contract by giving written notice to the contractor, if the Contractor breach of any of the provisions in the contract with CPC for the providing of the said professional service or becomes bankrupt or otherwise insolvent. In this event, termination will be done without compensation to the Contractor, provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

3. SCOPE OF WORK

3.1 Employer's Requirements

Ceylon Petroleum Corporation (CPC) Head office is equipped with a Central Air-Conditioning system installed more than 15 years ago to provide Air-conditioned environment to its multistoried office complex. The selected Service Provider shall provide professional service to design, estimate and prepare the Bill of Quantities (BOQ) for the full refurbishment of the central air-conditioning System, including integration of a new chiller with the existing plant.

3.2 Services to be provided (Minimum) by the selected Service provider

1. Design & Engineering

- a) Assess the existing central AC plant (chillers, pumps, piping/valves, electrical supply, controls, heat rejection, AHUs/FCUs, ducting).
- b) Design the addition of a new chiller with all interconnecting piping/valving to tie into the existing system, including hydraulics, header sizing, isolation/changeover etc.
- c) Incorporate energy-efficiency measures (e.g., optimal staging, insulation standards, high-efficiency pumps/fans etc.).

2. Costing & BOQ

- a) Prepare the engineer's estimate and a detailed, itemized BOQ covering mechanical, electrical, controls, structural/civil works, testing & commissioning (T&C), TAB, training, and O&M documentation.
- b) Provide measurement methods and technical specifications for each BOQ item.

3. Procurement Support

- a) Draft technical specifications and technical evaluation criteria for bidding.
- b) Assist during bid evaluation (technical clarifications, compliance/deviation determination, recommendation to Bid Evaluation Committee).

4. Reviews & Approvals

- a) Review and approve successful bidder's submittals (data sheets, drawings, method statements, ITPs, samples/mockups, warranties) for conformity with the approved design and performance requirements once the contract execute after awarding the contract.

5. Site Services & Supervision

- a) Conduct regular site visits to verify materials, workmanship, and compliance.
- b) Witness site tests for major equipment as per ITP.
- c) Supervise installation and pre-commissioning/commissioning up to handover.

6. Testing, Commissioning & Handover

- a) Prepare/approve the commissioning plan; witness functional tests, interlocks, alarms, and TAB.
- b) Verify as-built drawings, O&M manuals, spares lists, and operator training.
- c) Recommend substantial completion and final acceptance.

7. Standards & Compliance

- a) All works shall comply with applicable standards (e.g., ASHRAE, SMACNA, IEC/IEEE, local codes/regulations) and relevant HSE requirements coordinating with CPC HSE function.

3.3 Staff Requirement

3.3.1 If participating as an organization:

Minimum Staff Requirements (Proof documents (CVs) to be submitted along with the bid)

- 01 Nos. Chartered Mechanical Engineer - Min. 10 years of post-qualification in central AC design/supervision.
- 01 Nos. Quantity Surveyor – Min. 5 years in central AC projects.
- 01 Nos. Site Supervisor – Min. 5 years in supervising central AC installations.

3.3.2 If participating as an Individual:

Minimum support Staff

- 01 Nos. Quantity Surveyor – Min. 5 years in central AC projects.
- 01 Nos. Site Supervisor – Min. 5 years in supervising central AC installations.

3.4 Deliverables

Is expected the service provider will submit following as a minimum but not limited to;

- Design Basis Report (criteria, assumptions, codes/standards, performance targets.)
- Load & Hydraulic Calculations (cooling loads, pump/fan sizing, pressure drops)
- Schematics/ P&IDs
- GA/Layout Drawings (equipment placement, access/maintenance clearances, routing)
- Technical Specifications (mechanical, electrical, controls, civil/structural)
- Detailed BOQ & Engineer's Estimate (itemized quantities with measurement notes and cost assumptions)
- Bidding Package (tender drawings/specs, compliance sheets, and technical evaluation criteria/templates)

4 SCHEDULE OF PRICES

#	Description	Qty	Unit	Rs.
1	Professional Service for the Refurbishment of the Central Air Conditioning System at CPC Head Office, Dematagoda	1	Lot	
Total Amount				
Less Discount				
Sub Total I				
Add. SSCL 2.5%				
Sub Total II				
Add. VAT 18%				
Total Amount with Taxes				

Total Amount in Words:

Name of the Bidder:

VAT Registration No:

Tel/ Email:

.....
 Signature of the Bidder

.....
 Stamp

.....
 Date

ANNEX-A - Form of Bid

To: The Chairman
Procurement Committee,
Ceylon Petroleum Corporation,
1st Floor,
No. 609, Dr. Danister De Silva Mawatha,,
Colombo 09.
SRI LANKA.

From:
.....
.....

Sir,

A-1 Having familiarized ourselves with the formal request for Instruction to Bidders, Conditions of Contract, Scope of Work for the “Professional Service for the Refurbishment of the Central Air Conditioning System at CPC Head Office, Dematagoda” 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 Scope of Works of the Bidding Document.

A-5 We agree to abide by this Bid for the period of **Forty-Nine (49) 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, Conditions of Contracts, Scope of Works and Performance security.

A-7 We affirm that the said items will be delivered within **two months from the date of contract commencement date.**

A-8 We offer the lump sum fixed price of Sri Lanka Rupees (in words)..... for providing Professional Service for the Refurbishment of the Central Air Conditioning System at CPC Head

Office, Dematagoda 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 2026.

Signature.....in the capacity of
.....duly authorized to sign Bids for and on behalf of :

Name

Address

Witnesses:

1. Signature

Name :

Address :

2. Signature :

Name :

Address :

ANNEX – B FORMAT FOR BID SECURITY GUARANTEE

[This Bank 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 : Manager (Procurement & Stores), Procurement & Stores Function, Ceylon Petroleum Corporation, 1st Floor, No. 609, Dr. Danister De Silva Mawatha, Colombo 09 [insert (by PE) name and address of Employer/ Purchaser]

Date : [insert (by issuing agency) date]

BID GUARANTEE NO. :[insert (by issuing agency) number]

We have been informed that[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (hereinafter called “ the Bidder”) has submitted to you its bid dated[insert (by issuing agency) date] (hereinafter called “the Bid”) for execution/ supply [select appropriately] 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”) of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer/ Purchaser 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 Guarantee, 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 Guarantee issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, 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)]

ANNEX – C :Form of Agreement

This agreement made this _____ day of _____ 2026, 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 Mwt., 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 “Service Provider” 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 Service Provider, and has accepted a Bid by the supplier for the supply of such equipment, and the remedying of any defects therein.

The CPC and the supplier 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 hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as a part of this Agreement.
 - Letter of Acceptance dated _____
 - The Technical specifications
 - The Bid dated-----
 - The Conditions of Contract
 - The Completed schedules and

In consideration of the payments to be made by the CPC to the Service Provider as hereinafter mentioned, the Service Provider 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.

The CPC hereby covenants to pay the Service Provider in consideration of the Supply 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.

Authorized Signature of the CPC	Authorized Signature of the Service Provider
In the presence of	In the presence of
Name	Name
Signature	Signature
Address	Address

ANNEX – D 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 theday of, 2026 *[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)]