

	TENDER NO: LIOC/CB/OT/19-20/02/Supplying of Bus TITLE: Supplying of 30 seating capacity Brand New bus for LANKA IOC PLC, Trincomalee Oil Terminal, Chinabay, Trincomalee	Page 1 of 15
---	---	-------------------------

Tender for Supplying of 30 seating capacity Brand New bus for LANKA IOC PLC, Trincomalee Oil Terminal, Chinabay, Trincomalee.

TENDER NO: LIOC/CB/OT/19-20/02/SUPPLYING OF BUS DT. 28.08.2019

DUE DATE AND TIME: 26.09.2019 @ 15.00 HOURS

SIGNATURE OF TENDERER
SEAL

	TENDER NO: LIOC/CB/OT/19-20/02/Supplying of Bus TITLE: Supplying of 30 seating capacity Brand New bus for LANKA IOC PLC, Trincomalee Oil Terminal, Chinabay, Trincomalee	Page 2 of 15
---	---	-------------------------

Tender No: LIOC/CB/OT/19-20/02/Supplying of Bus
Dt:28.08.2019

M/s.

.....
.....

Dear Sir,

Sub: Supplying of 30 seating capacity Brand New bus for LANKA IOC PLC, Trincomalee Oil Terminal, Chinabay, Trincomalee (Due Date & Time: 26.09.2019 @ 15.00 Hrs)

We are pleased to issue you our Tender enquiry forms for the subject work along with the following documents:

01. Notice Inviting Tender
02. Specification
03. General Terms and Conditions of Public Tender
04. Special Terms and Conditions along with (i) FORM OF BANK GUARANTEE FOR BID BOND and (ii) BANK GUARANTEE PROFORMA IN LIEU OF SECURITY DEPOSIT.
05. Price Bid format

You are requested to submit your lowest and most competitive offer in the Price Bid format along with all the above Tender forms duly signed on all the pages of the documents and duly affixing your Official Seal. Tender has to be submitted in two bid system i.e Technical bid and all documents relevant to pre-qualification & conditions to be submitted in sealed Cover A, Price bid alone shall be in the sealed Cover B, and both Cover A & Cover B shall be placed in to sealed Cover C and submitted to Tender Box at Lanka IOC PLC, Trincomalee Oil Terminal, Chinabay, Trincomalee.

The tender duly filled, signed and sealed on all pages should reach us in the sealed envelope, before the due date and time i.e 15.00 hrs. on or before 26.09.2019 (as per prescribed form) enclosing the requisite Bid Bond for Rs. 47,000 (Rupees forty seven thousand only).

Tenders received late shall be rejected. LIOC shall not be responsible for tenders received late and it is the responsibility of the tenderer to ensure submission before the closing date and time.

Thanking You
Yours Faithfully,
For Lanka IOC PLC

Sr. Vice President (Ops. & LBP)
LANKA IOC PLC,
Trincomalee Oil Terminal,
Chinabay,
Trincomalee

SIGNATURE OF TENDERER
SEAL

	TENDER NO: LIOC/CB/OT/19-20/02/Supplying of Bus	Page 3 of 15
	TITLE: Supplying of 30 seating capacity Brand New bus for LANKA IOC PLC, Trincomalee Oil Terminal, Chinabay, Trincomalee	

LANKA IOC PLC, invites tenders for Supplying of 30 seating capacity bus for Trincomalee Oil Terminal, Chinabay. Sealed Tenders are invited from reputed, established and financially sound parties.

1	Tender No.	LIOC/CB/OT/19-20/02/Supplying of Bus
2	Name of Work	Supplying of 30 seating capacity Brand New bus for LANKA IOC PLC, Trincomalee Oil Terminal, Chinabay, Trincomalee
3	Type of tender	Public Tender – Two BID
4	Validity of tender offer	120 days from the date of opening of the Tender
5	Tender Fee	LKR 2,500/- (tender fee not applicable for parties who download the document directly from web portal)
6	Downloading of Tender documents from tender portal	
a	Tender Portal	www.lankaioc.com/tenders
b	Downloading starts on	28.08.2019 @ 09.00 hrs
c	Downloading closes on	26.09.2019 @ 15.00 hrs
7	Submission of Tender at Lanka IOC PLC, Trincomalee Oil Terminal, Chinabay, Trincomalee	
a	Starts on	06.09.2019 @ 08.00 hrs
b	Closes on	26.09.2019 @ 15.00 hrs
c	Opening of Tenders	26.09.2019 @ 15.30 hrs
8	Pre Bid Meeting	05.09.2019 @ 11.00 hrs, in Trincomalee Oil Terminal
9	Earnest Money Deposit	BID BOND for Rs. 47, 000/- To be submitted By Demand draft in favour of Lanka IOC PLC payable at Trincomalee
10	Contact Person	Assistant Manager (Operations) Lanka IOC PLC, Trincomalee Oil Terminal, Chinabay, Trincomalee. Tel.No. : 026-2233286 Mobile : 075-9278061 Fax : 026-2233281 E-mail : vsutharsan@lankaioc.com
11	Qualifying Parameters	
a	Similar Works	Definition of similar work: Party should have successfully supplied vehicles such as Buses/Pick-up trucks/Passenger Vehicles/Lorry/Crew-Cab, for Commercial or Domestic purpose to Government/Government agencies/Private sector in Sri Lanka. Experience of having successfully completed similar

SIGNATURE OF TENDERER
SEAL



**TITLE: Supplying of 30 seating capacity Brand New bus for
LANKA IOC PLC, Trincomalee Oil Terminal, Chinabay,
Trincomalee**

		works during last five years up to the last day of months previous to the one in which tenders are being invited, should be at least 1. One similar work costing not less than the amount Rs. 3.76 Millions. 2. Two similar work costing not less than the amount Rs. 2.35 Millions. 3. Three similar work costing not less than the amount Rs. 1.88 Millions. Successful completion shall be established by certification from the particular client/ clients or by payments – invoice raised by tenderer, client payment by cheques/ fund transfer and remittance of the said payment to tenderer's account; all relevant documents to be submitted.
b	Experience in the industry	Experience of having successfully completed similar works during last five years up to the last day of months previous to the one in which tenders are being invited. Orders executed with different clients can be produced to prove the existence of the firm in the specified service sector for a minimum period of 05 years.
c	Average Financial Turnover	Tenderer to submit copies of financial statements for past 3 years including income statements and profit & loss accounts. The average annual financial turnover of the tenderers during last 03 preceding financial years should be at least Rs. 1.41 Millions.
d	Company Registration	The tenderer to submit copy of company registration certificate indicating the type of company.
e	Verification of Original Documents	Successful Tenderer (L1) shall be required to bring all the original documents (Company Reg. certificate, financial statements, purchase orders etc) as per intimation of the LIOC while opening of Price Bid for verification of documents.
f	Number of parties to be finalized	1 Party (L1)
g	Scope of supply	Supplying of Brand New bus with a seating capacity of minimum 30 including driver of TATA model/ Eicher model/Ashok Leyland model/ Mahindra Model.

SIGNATURE OF TENDERER
SEAL

	TENDER NO: LIOC/CB/OT/19-20/02/Supplying of Bus TITLE: Supplying of 30 seating capacity Brand New bus for LANKA IOC PLC, Trincomalee Oil Terminal, Chinabay, Trincomalee	Page 5 of 15
---	---	-------------------------

PROCEDURE FOR SELECTION OF CONTRACTOR:

A. Submission of Documents towards qualifying parameters: - Tenderer will be required to fill in and enclose documents in support of qualifying parameters. **OFFER OF THOSE TENDERERS NOT ENCLOSING ALL RELEVANT DOCUMENTS TOWARDS QUALIFYING PARAMETERS IN THE TECHNICAL BID COVER ARE LIABLE FOR REJECTION.**

B. Verification of Original Documents:- Tenderers are required to report on the specified date mentioned in the tender along with all original documents, copies of which have been submitted with the Technical Bid towards qualification. No separate communication will be issued to tenderers in this regard. The Bids of the **Tenderers who do not report for verification of original documents on date mentioned may be summarily rejected.**

C. Technical Qualification:- Tenderer will be considered as technically qualified based on meeting qualifying parameters and after verification of original documents towards the same as stipulated above. In the event, document submitted by the tenderer is found to be forged or incorrect, such tenderer shall be rejected and bid bond submitted shall be forfeited immediately. Such tenderer is also liable to be put on Holiday List by LIOC. Parties who have carried out the work on sub contract basis shall not be eligible to participating in the tender.

D. Price Bid Opening & Finalization of parties: Tenderers are required to quote the rates given in the Price Schedule. Price Bid of only technically qualified parties shall be opened, after intimation to successful tenderers. Status of tenderers shall be arrived at based on the price quoted by individual tenderers and arranged from lowest bidder to highest bidder in terms of quotation. **In case of identical rates received, parties having higher annual average turnover in the last 3 financial years i.e as worked out for qualifying criteria shall get precedence.**

The lowest acceptable rate with or without negotiation & accepted by Lanka IOC.

Canvassing of information or submission of forged or false documents / information by any Tenderer shall make their offer invalid. In addition, action shall also be taken by Lanka IOC PLC for forfeiture of bid bond as well as putting the Tenderer on Holiday list.

Tenders should reach **Sr. Vice President (Ops. & LBP), LANKA LIOC PLC, TRINCOMALEE OIL TERMINAL, CHINABAY, TRINCOMALEE** before due date and time mentioned above.

SIGNATURE OF TENDERER
SEAL



**TITLE: Supplying of 30 seating capacity Brand New bus for
LANKA IOC PLC, Trincomalee Oil Terminal, Chinabay,
Trincomalee**

Specifications

Key Features		To be filled by Tenderers
Fuel Type	Diesel powered	
Mileage	Min. 7.0 km/litre	
Warranty	18 months or 150, 000 km whichever occurs first	
No of Seats	Min. 30	
Seating Layout	2x2	
Technical specifications		
Emission Norms	BS-IV or any other Applicable in Sri Lanka	
Engine Cylinders	4	
Transmission	Manual	
Gearbox	5 Speed manual (5F+R)/6 Speed manual (6F+R)	
Fuel Tank (Litres)	Min. 90 Ltrs	
Max Speed (km/h)	Max Speed $\geq$ 90 KMPH	
Design & Build		
Body Option	Fully Built	
Floor Type	Anti skid Flooring, Anti skid vinyl Flooring	
No of Tyres	Front 2 Rear 4 Spare 1	
Ground Clearance (mm)	Min. 200	
Seat Type	High Back Seats	
Comfort		
Steering	Power	
Driver Information Display	√	
Adjustable Driver Seat	√	
Arm-rest	√	
Safety		
Suspension	Semi Elliptical Leaf Springs with telescopic shock absorbers/ Parabolic Leaf Springs with telescopic shock absorbers/ Semi Elliptical Leaf Springs or equivalent	
ABS	√	
Parking Brakes	√	

SIGNATURE OF TENDERER
SEAL



**TITLE: Supplying of 30 seating capacity Brand New bus for
LANKA IOC PLC, Trincomalee Oil Terminal, Chinabay,
Trincomalee**

Power Steering	√	
Fog Lights	√	
Tubeless Tyres	√	
Seat Belts	√	
Others		
Passenger Door	Jack Knife	
Entertainment Package	√	
Side Windows	√	
Emergency Exit	√	
First Aid Kit	√	
Hat rack	√	
Lights	√	
Luggage Boot	√	

SIGNATURE OF TENDERER
SEAL

	TENDER NO: LIOC/CB/OT/19-20/02/Supplying of Bus TITLE: Supplying of 30 seating capacity Brand New bus for LANKA IOC PLC, Trincomalee Oil Terminal, Chinabay, Trincomalee	Page 8 of 15
---	---	-------------------------

General Terms and conditions

1. Acceptable Rate & Award of the Contract: The lowest shall mean the lowest acceptable rate quoted by the party.
2. All entries in the tender documents should be in ink and corrections if any, should be attested under the full signature of the tenderer. Corrections, if necessary to be carried out, should be made by scoring out the wrong words / figures. **They should not be erased or over written. Use of correcting fluid is not permitted and such offers shall be summarily rejected.**
3. The contractor is required to quote the rate on price bid on SLR (in Sri Lanka Rupees). The tenderer should fill in the price bid carefully duly taking into consideration vehicle registration fee, Premium insurance cover for one year and all the indirect cost / admin cost etc. Incomplete tenders, conditional tenders, etc., shall be rejected.
4. **The tenderer should sign on all the pages of the tender document and should affix the official seal on all the pages.**
5. All rates given in the Price Bid would be indicated both in words and figures .In the event of any difference between the two, **the rates indicated in words shall be taken as authentic.**
6. **Payment Terms:** Payment will be released within 30 days after receipt of bus and submission of original invoice.
7. The company reserves the right to accept or reject the tender in part or whole, any of the tenders without assigning any reasons therein and conduct negotiations in the manner considered suitable by the Company in order to secure clarifications or better terms from the tenderers.
8. The successful tenderer will have to execute an agreement with Lanka IOC PLC, covering all aspects of the contract, in the form prescribed, immediately before executing order. Intending tenderers should acquaint themselves with the provisions of the agreement before sending the tenders.
9. The tenderer will abide by all rules, regulations, statutes imposed by Government or other concerned authorities.
10. **The Security deposit amounting to 10% of the value of the purchase order shall be furnished by the successful tenderer by way of Bank Guarantee in favor of Lanka IOC PLC Trincomalee .The same will be released after 12 months from the date of purchase, provided no defects/complaints for work carried out is noticed. In the meantime, all defects/complaints shall be rectified by the contractor at his own cost without any delays.**
11. After completion of the Contract, the successful tenderer will have to obtain a ‘no-due’ certificate from concern officer to enable release of Bank Guarantee.

SIGNATURE OF TENDERER
SEAL

	TENDER NO: LIOC/CB/OT/19-20/02/Supplying of Bus TITLE: Supplying of 30 seating capacity Brand New bus for LANKA IOC PLC, Trincomalee Oil Terminal, Chinabay, Trincomalee	Page 9 of 15
---	---	-------------------------

CLAIMS, DISPUTES AND ARBITRATION

1. Appointment of the Dispute Adjudication Board

Number of Members of the DAB shall be 01 Member

2. Failure to Agree Dispute Adjudication Board

The Appointing Entity shall be the Institution of Engineers Sri Lanka (IESL)

3. Arbitration

Unless settled amicably, any dispute in respect of which the DAB's decision (if any) has not become final and binding shall be finally settled by arbitration.

The Arbitration shall be conducted in Sri Lanka as per the Arbitration Act No. 11 of 1995 of Sri Lanka or any amendment thereof, through the Institute for the Development of Commercial Law and Practice (ICLP), No. 61, Carmel Road, Colombo 03, Sri Lanka and subject to the rules of Conciliation and Arbitration of the United Nations Commission on International Trade and Law (UNCITRAL) Arbitration Rules.

I / We confirm that I / We have gone through the above conditions carefully and agree to abide by the same.

Signature of the contractor:

ADDRESS:

DATE & OFFICIAL SEAL:

SIGNATURE OF TENDERER
SEAL

	TENDER NO: LIOC/CB/OT/19-20/02/Supplying of Bus	Page 10 of 15
	TITLE: Supplying of 30 seating capacity Brand New bus for LANKA IOC PLC, Trincomalee Oil Terminal, Chinabay, Trincomalee	

Special Terms & Conditions

1. BID BOND (EARNEST MONEY DEPOSIT) should accompany the tender as indicated below. Tenders received without the Bid Bond or invalid Bid Bond shall be summarily rejected:

- a. **Demand Draft for Rs. 47,000.00.**
- b. Bid Bond opened by any schedule bank in Sri Lanka in favor of ‘‘**Lanka IOC PLC**’’ as per the enclosed format.
- c. **The Bid Bond should be valid for a period of 3 months from the closing date of the tender.** If so required, the validity of the bid bond should be extended, failing which, the tender of the party shall be treated as cancelled and shall not be considered further.
- d. No interest shall be paid for deposits in any form.
- e. Bid bond will be returned to unsuccessful tenderers on finalization of the tender and on acceptance of order by the successful tenderer.
- f. Bid bond will be forfeited in the event of any of the following;
 - i. Unilateral withdrawal or revision of the offer by the tenderer during the validity period of the offer.
 - ii. On placement of purchase order and non acceptance or non confirmation of order within the stipulated time.

2. **SECURITY DEPOSIT :**

- a. The successful Tenderer shall within 14 days from the date of order have to make payment against security Deposit.
- b. **The security deposit bond amount shall be equivalent to 10% of the value of the purchase order.**
- c. The specimen of bond towards security deposit is enclosed in the tender.
- d. No claim shall lie against the company in respect of interest on cash deposit or depreciation thereof. LIOC shall be entitled to deduct from the deposit any loss or damage which LIOC may be put to by reason of any act or default recoverable by the company from the contractor and to call upon the contractor to maintain the deposit at the original limit by making further deposits.
- e. In the event of the contractor failing to make and maintain a security deposit in the manner aforesaid, he shall be liable to forfeit any moneys lost with the tender by him and the company shall be entitled to cancel acceptance of the tender.
- f. **The security deposit shall be payable by a crossed demand draft issued by scheduled bank of Sri Lanka in favour of Lanka IOC PLC.**

OR

Bank Guarantee from any commercial bank in Sri Lanka in favour of Lanka IOC PLC, as per the format enclosed. The BG should be valid for 12 months from the date of purchase. If needed, validity of the BG should be extended by the party / Bank. Such Bank Guarantee should be submitted before the stipulated time as mentioned above, in sealed envelope of the issuing bank and should not be in open condition.

SIGNATURE OF TENDERER
SEAL

	TENDER NO: LIOC/CB/OT/19-20/02/Supplying of Bus TITLE: Supplying of 30 seating capacity Brand New bus for LANKA IOC PLC, Trincomalee Oil Terminal, Chinabay, Trincomalee	Page 11 of 15
---	---	--------------------------

- g. Option of one of the above methods once exercised should under no circumstances, be changed at a later date.
- h. Forfeiture of Security Deposit: All sums of compensation or other sums of money payable by the successful tenderer may be deducted from Security Deposit. In the event of Security Deposit being reduced from the original quantum due to recoveries as aforesaid, the contractor shall within 15 days of such recoveries, make good deficiency in Security Deposit by way of Demand Draft.
3. The Tenderers are advised to submit their offer strictly adhering to the terms and conditions and specifications contained in the Tender document and not to stipulate any deviations. Failure to do so will entail rejection of the Tender outright notwithstanding their status on quoted rates.
 4. The Contractor should have BR/VAT Registration in respect of his Firm and necessary document in support of the same should be enclosed with the tender.
 5. **The contractor is required to quote the rate on price bid on SLR (in Sri Lanka Rupees). The tenderer should fill in the price bid carefully duly taking into consideration vehicle registration fee, Premium insurance cover for one year and all the indirect cost / admin cost etc. Incomplete tenders, conditional tenders, etc., shall be rejected..**
 6. LIOC reserves the right to accept or reject in part or whole, any or all tenders without assigning any reason to it. Also LIOC reserves the right not to accept the lowest quotation and no query from the contractor will be entertained in these regards.
 7. **The security deposit collected as per clause no.2 above shall be released after 12 months from the date of purchase.**
 8. In case of any variation between the clauses stipulated in the special terms and those stipulated in general terms, works contract etc., the stipulations in the special terms and conditions shall take precedence.
 9. LIOC reserves the right to operate or not to operate any items mentioned in the schedule.
 10. All the statutory requirements as approved in the various acts of Sri Lanka have to be maintained up to date and submitted to the concerned authorities from time to time.

I / We confirm that I / We have gone through the above conditions carefully and agree to abide by the same.

Signature of the tenderer with Official seal.

Date :

SIGNATURE OF TENDERER
SEAL



FORM OF BANK GUARANTEE FOR BID BOND

1. In consideration to the Lanka IOC PLC (hereinafter called “The Company”) having agreed to accept from _____ (name of the tenderer) hereinafter called “the said tenderer”) BID BOND in the form of Bank Guarantee, under the terms and conditions of tender No. _____ dated _____ in connection with _____ (mention the details of the tender) (hereinafter called “the said tender”), for the due observance by the said tenderer of the stipulation to keep the offer open for acceptance for a period of _____ days from the date of the opening of the tender and other stipulations of the tender we, _____ (indicate the names of the bank) hereinafter referred to as “the Bank” at the request of _____ (mention the name of the tenderer) do hereby undertake to pay on demand to the Lanka IOC PLC an amount not exceeding Rs. _____ in the event of the said tenderer having incurred forfeiture of earnest money as aforesaid or for the breach of any of the terms or conditions of the stipulations of the said tender and / or the contract if awarded including but not limited to non performance of the contract caused due to revision in price / pricing basis after close of the pricing part of the tender under an order of the Lanka IOC PLC.
2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Lanka IOC PLC stating that the amount claimed is due by way of forfeiture of bid bond or any loss or damage caused to or suffered or would be caused to or suffered by the Lanka IOC PLC by reason of breach by the said tenderer any of the terms or conditions or stipulations contained in the said tender or by reason of the tenderer’s failure to perform the stipulation of the said tender. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We _____ (indicate the name of the bank) undertake to pay to the Lanka IOC PLC any money so demanded notwithstanding any disputes raised by the tenderer in any suit or proceeding pending before any court or Tribunal or arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by the bank under this bond shall be a valid discharge of our liability for payment there under and the tenderer shall have no claim against us for making such payment.
4. We _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the terms, conditions or stipulation of the said tender and that it shall continue to be enforceable till all the dues of the Lanka IOC PLC under or by virtue of the said tender/ contract have been fully paid and its claims satisfied or discharged or till Lanka IOC PLC certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tender and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.
5. We _____ (indicate the name of the bank) further agree with the Lanka IOC PLC that the Lanka IOC PLC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender or to extend time or performance by the said tenderer from time

SIGNATURE OF TENDERER
SEAL



to time or to postpone for any time or from time to time any of the powers exercisable by the Lanka IOC PLC against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said tender and shall not be relieved from our liability by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of Lanka IOC PLC or any indulgence by the Lanka IOC PLC to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the tenderer.
7. The Bank Guarantee is operable/ payable at Colombo branch.
8. We, _____ (indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Lanka IOC PLC in writing.

Date the _____ day of _____ 20__

For _____
(indicate the name of the bank)

Place:

Date:

SIGNATURE OF TENDERER
SEAL



BANK GUARANTEE PROFORMA IN LIEU OF SECURITY DEPOSIT

1. In consideration of the Lanka IOC PLC, having its Registered Office at _____ (hereinafter called "the Company") having agreed to exempt _____ (hereinafter called "The said Contractor(s)/ Supplier(s)/ Seller(s)") from the demand under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement"), of Security Deposit for the due fulfilment by the said Contractor(s)/ Supplier(s)/ Seller(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee of Rs _____ (Rupees _____ only. We, _____ hereinafter referred to as "the Bank" (at the request of _____ Contractor(s)/ Supplier(s)/ Seller(s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by Reason of any breach by the said Contractor(s)/ Supplier(s)/ Seller(s) of any of the terms of conditions contained in the said Purchase Contract Agreement.

2. We _____ (indicate name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s)/ Supplier(s)/ Seller(s) of any of the terms or conditions contained in the said Agreement or by reason of Contractor(s)/ Supplier(s)/ Seller(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and this guarantee shall be restricted to an amount not exceeding Rs. _____

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute of disputes raised by the Contractor(s)/ Supplier(s)/ Seller(s) in any suit or proceeding pending before any court of Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s)/ Supplier(s)/ Seller(s) shall have no claim against us for making such payment.

4. We, _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ office/ department at _____ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s)/ Supplier(s)/ Seller(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before

SIGNATURE OF TENDERER
SEAL



_____ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ (indicate name of the Bank) further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s)/ Supplier(s)/ Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Supplier(s)/ Seller(s) and to forebear or enforce any of the terms and conditions relating to the said Agreement and shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said Contractor(s)/ Supplier(s)/ Seller(s) or forbearance act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Supplier(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s)/ Seller(s).
7. The Bank Guarantee is operable/ payable at Colombo branch.
8. We, _____ (indicate name of the Bank) lastly undertake not to revoke this guarantee its currency except with previous consent of the Company in writing.

Dated the _____ day of _____ 20__

FOR _____
(Indicate the name and address of the Bank)

PLACE:
DATE:

SIGNATURE OF TENDERER
SEAL