

LIST OF BIDDING DOCUMENTS

ORIGINAL

- Invitation for bids
- Section 1-Instructions to bidders
- Section 2- Standard Forms (Contract)
- Section 3-Conditions of contract-to be purchased from ICTAD (Now CIDA) by the bidder
- Section 4-Form of Bid & Qualification Information
- Section 5-Bidding Data & Contract Data
- Section 6-Specification (may have been mentioned in drawings, Bills of Quantities also)
- Section 7- Bills of Quantities
- Section 8-Drawings
- Section 9-Standard Forms (Bid)
- Section 10-Other documents (if available)

ORIGINAL

Invitation for Bids (IFB)

Colombo Municipal Council

Construction of Lateral Sewer Lines at Kathireshan Street - Colombo 13

Bid number: ME/ME/DN/260/2021

1. Municipal Commissioner, Colombo Municipal Council, on behalf of Colombo Municipal Council invites sealed bids from eligible and qualified bidders for **Construction of Lateral Sewer Lines at Kathireshan Street - Colombo 13** as described below and estimated to cost 16.17 Million Rupees approximate (excluding 10% contingencies + Price Fluctuation + VAT).
The construction comprises of new sewer line construction work. The construction period for the project is **270 days**.
2. Bidding will be conducted through National Competitive Bidding Procedure. Since the total cost estimate of this procurement is below Rs 50Mn, regional preference and CIDA grade preference shall apply as stipulated in Public finance Circular No 04/2016(ii) and Public finance Circular No 04/2016(iii), N003/2020 and 04/2020
3. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the following requirements.
CIDA grade C6 & C5 Water Supply and Sewerage Contractors
4. Qualification requirements to qualify for contract award include:
 - a. **Bidder shall be registered at the Department of Registrar of Companies under number 3 common contract agreement act in 1987 (proof document shall be submitted with the bid).**
 - b. **Average volume of construction work performed within last 5 years shall be Rs. 20 Million (Copies of verifying documents such as Letters of Acceptance, completion certificates, certificates on successful on- going projects etc. shall be submitted with the bid)**
 - c. **Bidder shall have experience of at similar nature within past 5 years. (Copies of verifying documents such as Letters of Acceptance, completion certificates, certificates on successful on- going projects etc. shall be submitted with the bid)**
 - d. **Bidder shall have minimum amount of liquid assets and/or credit facilities net of other contractual commitments and exclusive of any advance payments which may be made under the contract not less than 3.5 Million (copies of proof documents shall be submitted with the bid)**
5. Interested bidders may obtain further information from Projects Management Division of Colombo Municipal Council, Town Hall, Colombo 7 (Tel: 0112692403, Fax 0112675591) and inspect the bidding documents at the same venue on any working day except Saturdays, Sundays and Public Holidays between 9.00 hours to 15.30 hours or from CMC Website (www.colombo.mc.gov.lk)
6. A complete set of Bidding Documents in English language
 - **may be purchased** by interested bidders from Projects Management Division of Colombo Municipal Council, Town hall, Colombo 7 on the submission of a

written application to Municipal Commissioner, Colombo Municipal Council **till 10.00 hours on 26.09.2022** from 9.00 hours to 15.30 hours on any working day except Saturdays, Sundays and Public Holidays from 9.00 hours to 15.30 hours upon payment of a non- refundable fee of Rs. 7,000.00 (including VAT). The method of payment will be in cash or

- **Download from the CMC website** (www.colombo.mc.gov.lk). Non-refundable bidding document fee of Rs.7,000/- for each bid can be paid by following method. It is mandatory to attach the receipt / slip with the bidding document.
 - Any People's Bank branch to credit People's Bank, Town Hall branch, Acc No: 167-1-001-6-3169425.
 - Payment counters of following Municipal premises of Colombo city limit from 9.00 a.m. to 3.00 p.m. on week days.

District Office 04,;
No: 147, High Level Road, Kirulapone,
Colombo 06.

Drainage & Water Supply Division,
Maligakanda,
Colombo 10.

ORIGINAL

7. Sealed bids in duplicate shall be addressed to Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7 and **deposited in the tender box** at Municipal Secretary's Department, Town Hall, Colombo 7 on or before **10.00 hours on 27.09.2022**. Late bids and bids sent by post will be rejected. Bids will be opened soon after closing in the presence of the bidders or bidders' representatives who choose to attend. If this day is declared as a Public Holiday, bids will be closed at 10.00 hours on the following working day and opened immediately thereafter.
8. **Bids shall be valid till 05.03.2023**
9. All bids shall be accompanied by unconditional on demand **bid security of Rs.323,400.00** in the form of a guarantee obtained from a reputed Bank or Insurance Company in Sri Lanka. **Bid security shall be valid till 04.04.2023**
10. Detailed invitation for tenders / bids will be issued with the tender / bidding documents. Bidders/Tenders whose tenders / bids are over Rs. 5.0 Million should submit PCA 3 after registration with the Public Contract Registrar
11. As per the council decision bearing No. 2312 & dated 08.06.2021, Professional fees will be charged for agreements from the selected bidder as mentioned in the table below.

Contract Price as per the agreement	Professional Fee	VAT 15%	Total
Price not specified	Rs. 10,000/-	Rs. 1500/-	Rs. 11,500/-
Rs. 0 – Rs. 500,000/-	Rs. 5,000/-	Rs. 750/-	Rs. 5,750/-
Rs. 500,000/- – Rs. 1,000,000/-	Rs. 10,000/-	Rs. 1,500/-	Rs. 11,500/-
Rs. 1,000,000/- – Rs. 5,000,000/-	Rs. 15,000/-	Rs. 2,250/-	Rs. 17,250/-
Rs. 5,000,000/- – Rs. 10,000,000/-	Rs. 25,000/-	Rs. 3,750/-	Rs. 28,750/-
Rs. 10,000,000/- – Rs. 50,000,000/-	Rs. 50,000/-	Rs. 7,500/-	Rs. 57,500/-
Rs. 50,000,000/- – Rs. 100,000,000/-	Rs. 150,000/-	Rs. 22,500/-	Rs. 172,500/-
Rs. 100,000,000/- – Rs. 500,000,000/-	Rs. 200,000/-	Rs. 30,000/-	Rs. 230,000/-
Rs. 500,000,000/- – Rs. 1,000,000,000/-	Rs. 300,000/-	Rs. 45,000/-	Rs. 345,000/-
Rs. 1,000,000,000/- – Rs. 5,000,000,000/-	Rs. 500,000/-	Rs. 75,000/-	Rs. 575,000/-

ORIGINAL

**Municipal Commissioner,
Colombo Municipal Council,
Town Hall,
Colombo 7.**

ORIGINAL**Section - 1****INSTRUCTIONS TO BIDDERS**

Note: It is the responsibility of the bidders to comply with all the requirements given in the bidding document.

A. General

Scope of Bid

- 1.1 The Employer as defined in the Bidding Data invites Bids for the construction of Works, as described in section 5, Bidding Data.
- 1.2 The successful bidder will be expected to complete Works by the Intended Completion Date specified in the Bidding Data.
- 1.3 Bids should be submitted in the forms available from the office given in the Bidding Data on a payment of a non-refundable fee given in the Bidding Data. Forms can be collected until the date given in the Bidding Data.

2. Source of Funds

- 2.1 Works will be financed by the source given in Bidding Data.

3. Ethics, Fraud and Corruption

ORIGINAL

- 3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National procurement Agency:

- Parties associated with procurement actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
- Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

- 3.2 The attention of the bidders is also drawn to the Sub-Clause 59.2(g) of the Conditions of Contract (Section 3) which shall apply to any bidder.

15093

B. Bidding Documents

8 Content of Bidding Documents

- 8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:

Volume 1:

Section 1 Instructions to Bidders

Section 2 Standard Forms [Contract]

Section 3 Conditions of Contract

Volume 2:

Invitation to bid

Section 4 Form of Bid and Qualification Information

Section 5 Bidding Data and Contract Data

Section 6 Specifications

Section 7 Bills of Quantities

Section 8 Drawings

Section 9 Standard Forms [Bid]

ORIGINAL

9 Clarification of Bidding Documents

- 9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated given in the Bidding Data. The Employer will respond to any such request for clarification received 10 Days prior to the deadline for submission of Bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without indentifying its source.

10 Amendment of Bidding Documents

- 10.1 Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be a part of the bidding documents and shall be communicated in writing (to be acknowledged in writing) to all those who have purchased the bidding documents.
- 10.3 Prospective bidders shall be given a reasonable time of not less than 07 Days to enable them to prepare their Bids in accordance with the addenda.

13. Bid Prices 13.1 The Contract shall be for the whole of the Works, as described in Sub-Clause 1.1, based on the priced Bills of Quantities submitted by the bidder.

13.2 The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bills of Quantities.

13.4 The Contract Price shall be subjected to adjustment during the performance of the Contract if provided in the Bidding Data.

4. Currencies of Bid

14.1 The unit rates and prices shall be quoted by the bidder entirely in Sri Lanka Rupees unless otherwise provided in the Bidding Data.

5. Bid Validity

15.1 Bids shall remain valid up to the date specified in the Bidding Data. A bid valid for a shorter period shall be rejected by the Employer.

15.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request. A bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of the Bid and bid security for the period of the extension, and in compliance with Clause 16 in all respects. If a bidder does not agree for an unconditional extension of the validity of his Bid, his Bid shall be rejected without forfeiting the bid security or executing the bid-securing declaring as appropriate.

ORIGINAL

Bid Security and

Securing Declaration 16.1 The bidder shall furnish as part of its Bid, a bid security or a bid-securing declaration as specified in the Bidding Data in the format given in Section 9.

16.2 If a bid security is selected under 16.1 above, the bid security shall be in the amount specified in the Bidding Data and shall be valid up to the Date specified in the Bidding data, from an agency acceptable to the Employer.

146

Instructions to Bidders, and clearly marked "ORIGINAL". In addition, the bidder shall submit a copy of the bid, which is clearly marked as a "COPY". In the event of discrepancy between them, the original shall prevail.

18.2 The original and the copy of the Form of Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

ORIGINAL

19. Sealing and

Marking of Bids

19.1 The bidder shall seal the original and the copy of the Bid in two separate inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPY".

19.2 The inner outer envelopes shall;

- a) be addressed to the Employer at the address provided in the Bidding Data.
- b) bear the name and identification number of the Contract as defined in the Bidding Data;
- c) include the name and address of the bidder; and
- d) provide a warning not to open before the specified time and date for bid opening as defined in the Bidding Data.

19.3 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

20. Deadline for

Submission of Bids

20.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.

E. Bid Opening and Evaluation

24
149

Bid Opening 23.1 The Employer will open the bids, including modifications made pursuant to Clause 22, in the presence of the bidders' authorized representatives who choose to attend at the time and in the place specified in the Bidding Data. The bidders' representatives who are present shall sign their attendance.

23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.

23.3 The envelope marked as "ORIGINAL" will be opened. If no envelope is marked as "ORIGINAL" the Employer may open one of the envelopes. If the required documents are available in that required documents are available in that envelope, Employer may mark it as the "ORIGINAL" and the unopened envelope as the "COPY". If so the envelope marked as copy will remain unopened. If any of the required document is missing in the envelope opened first, the Employer may open the other envelope to search such missing information transfer such documents to one envelope and mark it as "ORIGINAL" and reseal the other envelope and mark as "COPY".

23.4 The bidders' names, the bid prices, or any discounts; Bid modifications and withdrawals, the presence or absence of bid security/ bid security declaration and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except late bids.

23.5 After announcing and completing the other procedures, the Employer shall reseal all the opened envelopes in the presence of the bidder's representatives.

4. Process to be

Confidential 24.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his bid.

5. Clarification of Bids

ORIGINAL

27. Correction of Errors

142

27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows;

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- b) 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 obvious 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.
- c) If the bid price changes 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.
- d) If the bidder does not accept the corrected amount of bid, its bid shall be rejected and the bid security shall be forfeited or bid security declaration shall be executed in accordance with Clause 16.

ORIGINAL

B. Currency for Bid Evaluation

Not used unless specified in Bidding Data.

C. Evaluation and

Comparison of Bids 29.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive.

29.2 In evaluating the bids, the Employer will determine for each bid the evaluated bid price by adjusting the bid price as follows:

- a) excluding provisional sums and the provision, if any, for contingencies in the Bills of Quantities, but including Dayworks, where priced competitively;
- b) making any correction for errors pursuant to Clause 27;
- c) making appropriate adjustments as described below to reflect discounts or other price modifications offered in accordance with Sub-Clause 22.5

128

F. Award of Contract

31. Award of Contract

31.1 Subject to procedures if provided under Sub-Clause 3... under Bidding Data and subject to Clause 31.2 and Clause 32 below, the Employer will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price, provided that such bidder has determined to be eligible and qualified in accordance with the provisions of the bidding document.

31.2 Even though the bidders meet the eligibility and qualification criteria specified they are subjected to disqualify if they have:

- a) made misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility and qualification requirements; or
- b) participated in fraud and corrupt practice.
- c) Record of poor performance in previous contracts, such as abandoning the works, inordinate delays resulted in payment of liquidated damages up to the maximum limit specified in the contract etc;

32. Employer's Right to

Accept any Bid and to

Reject any or all Bids

ORIGINAL

32.1 The Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

3. Notification of Award

nd Signing of Agreement

33.1 Prior to expiration of the bid validity period, the Employer will notify the successful bidder that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Initial Contract Price")

1.38

21

16. Adjudicator

36.1 The Employer shall include the name of the person to be appointed as an Adjudicator under the Contract in the Bidding Data. If the bidder disagrees with the person named, the bidder should state so in the Bid, in which event the Employer and the Contractor may reach agreement on the appointment of an Adjudicator by mutual consent within 28 Days from the Letter of Acceptance.

If mutual consent is not reached or resorted to or the Adjudicator was not proposed then Adjudicator shall be appointed by the Institute for Construction Training and Development (ICTAD) at the request of either party after the expiry of 28 Days.

The Adjudicator shall be a person not associated with the project directly or indirectly and who could demonstrate impartiality and independence in his functions.

ORIGINAL

Section - 2

STANDARD FORMS [CONTRACT]

- *Letter of Acceptance*
- *Agreement*
- *Performance Security*
- *Advance Payment Security*
- *Retention Money Guarantee*

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Note:

It is the responsibility of the bidders to comply with all the requirements given in the bidding document. Failure to non compliance with any of them may be a reason for rejection of the bid.

Notes on Standard Forms:

- Bidders shall submit the completed Form of Bid Security/Bid Securing Declaration as appropriate in compliance with the requirements of bidding documents.
- Bidders should not complete the Form of Agreement at the time of preparation of bids.
- The successful bidder will be required to sign the Form of Agreement, after the award of contract.
- Any corrections or modifications to the accepted bid resulting from arithmetic corrections, acceptable deviations, or quantity variations in accordance with the requirements of the bidding documents should be incorporated into the Agreement.
- The Form of Performance Security, Form of Advance Payment Security and Form of Retention Money Guarantee should not be completed by the bidders at the time of submission of bids.
- The successful bidder will be required to provide these securities in compliance with the requirements herein or as acceptable to the Employer.

ORIGINAL

FORM OF LETTER OF ACCEPTANCE*[Letter heading paper of the procuring entity]*

-----[date]

To:-----

[name and address of the Contractor]

This is to notify you that your bid dated -----[insert date] for the construction and remedying defects of the ----- [name of the Contract and identification number] for the Contract price of -----[name of currency] ----- [amount in figures and words] as corrected in accordance with Instructions to Bidders and / or Bidders by a Memorandum of Understanding, is hereby accepted.

The adjudicator shall be -----[name and address of the Adjudicator, if agreed] shall be appointed by the Institute for Construction training and Development (ICTAD).

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

The Start Date shall be: ----- (fill the date as per Conditions of Contract).

The amount of performance Security is: ----- (fill as per Conditions of Contract).

The performance Security shall be submitted on or before ----- (fill the date as per Conditions of Contract).

Authorizes Signature : -----

me and title of Signatory : -----

Name of Agency : -----

ORIGINAL

137

STANDARD FORM: AGREEMENT

This AGREEMENT, made the ----- [day] day of -----[month] 20 -----
[year] between the one part, and ----- [name and address of Employer]
(hereinafter called "the Employer") of the one part, and -----
-----[name and address of Contractor] (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer desires that the Contractor execute-----
[name and identification number of Contract] (hereinafter called "the Works") and the Employer
has accepted the bid by the Contractor for the execution and completion of such Works and the
remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are
respectively assigned to them in the Conditions of Contract hereinafter referred to and
they shall be deemed to form and be read and construed as part to this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as
hereinafter mentioned, the Contractor hereby covenants with the Employer to execute
and complete the Works and remedy any defects therein in conformity in all respects
with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution
and completion of the Works and the remedying of defects wherein 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 thereto have caused this Agreement to be executed the day and
year aforementioned, in accordance with laws of Sri Lanka.

.....
Authorized signature of Contractor

.....
Authorized signature of Employer

COMMON SEAL

COMMON SEAL

In the presence of:

Witnesses:

1. Name and NIC No.
Signature.
Address.
2. Name and NIC No.
Signature.
Address.

ORIGINAL

133

FORM OF ADVANCE PAYMENT SECURITY

-----[Name and address of
Agency, and Address of Issuing Branch or Office]

Beneficiary: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7

Date: -----

ADVANCE PAYMENT 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 -----
----- (Name of contract) (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance
payment in the sum -----[amount in figures] (-----
-----) [amount in words] is to be made against an advance payment guarantee.

At the request of the Contractor, we -----[name of issuing 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 in repayment of the Advance payment
under the Contract.

The maximum amount of this guarantee shall be progressively reduced by the amount of the
advance payment repaid by the Contractor.

is guarantee shall expire on ----- [Insert the date, 28 days beyond the
Intended Completion Date]

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

[signature(s)]

ORIGINAL

132

FORM OF PERFORMANCE SECURITY

(Unconditional)

-----[Issuing
Agency's Name, and Address of Issuing Branch or Office]

Beneficiary: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7

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 -----
----- (name of contract) (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.

ORIGINAL

[signature (s)]

FORM OF RETENTION MONEY GUARANTEE

131

----- [Issuing Agency's
Name and Address of Issuing Branch or Office]

Beneficiary: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7.

Date:-----

RETENTION MONEY GUARANTEE No:-----

We have been informed that ----- [name of Contractor]
(hereinafter called "the Contractor") has entered into Contract No. -----
(reference number of contract) dated ----- with you, for the execution of -----
----- (name of contract) (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the works have being taken over and the first half of the Retention Money has been certified for payment, payment of the second half of the Retention Money may be made against a Retention Money guarantee.

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 under the Contract because the Contractor has
not attended to the defects in accordance with the Contract.

This guarantee shall expire, at the latest, ----- [insert 28 Days after the end of
the Defects Liability Period] Consequently, any demand for payment under this guarantee must
be received by us at this office on or before that date.

[signature(s)]

ORIGINAL