

COLOMBO MUNICIPAL COUNCIL

CENTRAL PROCUREMENT DEPARTMENT

Tel. Nos. 2686389 - 2673173
Fax No. 2662329

**INVITATION FOR THE TENDER/ BIDS :TENDER/ BIDS FOR JANITORIAL SERVICES TO
COLOMBO CITY LIMIT MUNICIPAL PREMISES – 2022 (01)**

TENDER/ BIDS NO : CPD16/18/2022

TENDER/ BIDS OPENING DATE : 2022.02.15 TIME: 10.00 A.M.

PLACE : Town Hall, Colombo 07.

PART - I

(For office use only)

NAME OF THE FIRM

DEPARTMENTAL RECEIPT NO:M.T'S RECEIPT NO:

DATE:

.....
SIGNATURE OF ISSUING OFFICER

PART - II

(To be filled by the Tenderer/ Bidder)

1. NAME OF THE FIRM:

2. BUSINESS ADDRESS:

3. TELEPHONE NUMBERS:

4. BUSINESS REGISTRATION NO:

5. BANK & TENDER/ BID SECURITY NO:
.....

6. TENDER/ BID SECURITY AMOUNT:
.....

7. VAT REGISTRATION : YES /NO

8. VAT REGISTRATION NO:

**9. Name and contact number of person who working as responsible person of executive
level/ Manager:**
.....

List of Location

1. Public Library
2. Bonavita Multipurpose Development Community Center

PART - III

1. Yearly rates quoted to the Providing of Janitorial Services to **Public Library**.

| | Per Year (Daily Rate x 365) |
|--------------------------------------|--------------------------------|
| Janitors (20) | Rs: |
| Supervisor (01) | Rs: |
| Quoted Rate without VAT | Rs: |
| V.A.T. 08% | Rs: |
| Total cost for the year With V.A.T. | Rs: |
| Total Cost for Two years with V.A.T. | Rs: |

Total Cost for Two years with Taxes. (in words) :-

.....

.....

.....
**SIGNATURE OF TENDERER/ BIDDER
AND SEAL OF THE FIRM.**

Name :
(Block Capitals)

Address :

WITNESSES :-

01. Signature :

Name :

Address :

02. Signature :

Name :

Address :

2. Yearly rates quoted to the Providing of Janitorial Services to **Bonavita Multipurpose Development Community Center.**

| | Per Year (Daily Rate x 365) |
|--|--------------------------------|
| Janitors (12) Supervisor (01) | |
| Quoted Rate without VAT | Rs: |
| V.A.T. 08% | Rs: |
| Total cost for the year With V.A.T. | Rs: |
| Total Cost for Two years with V.A.T. | Rs: |

Total Cost for Two years with Taxes. (in words) :-

.....

.....

.....
**SIGNATURE OF TENDERER/ BIDDER
AND SEAL OF THE FIRM.**

Name :
(Block Capitals)

Address :

WITNESSES :-

01. Signature :

Name :

Address :

02. Signature :

Name :

Address :

PART - IV
COLOMBO MUNICIPAL COUNCIL
CENTRAL PROCUREMENT DEPARTMENT

Tendering/ Biding conditions for regular maintenance and providing Janitorial services to Colombo City Limit Municipal Premises – 2022 – (01)

1.GENERAL TERMS AND CONDITIONS:

The Commissioner, Colombo Municipal Council, Town hall, Colombo 07, invites sealed Tender/ Bids to provide regular Janitorial Services to the Colombo City Limit Municipal Premises under the terms and conditions given below.

01. Prospective Tenderer/ Bidder should have excellent and track record in providing Janitorial Service to Government Departments, Corporations and other reputed organizations for a period of not less than two Years.
02. The contract will be valid for a Period of Two years (24 months) From the commencement date.
03. **Each location have a separate Specification. Tenderer/ Bidder can Tender/ Bid for one or more locations or all locations.**
04. The successful Tenderer/ Bidder should provide the Janitorial Services from a date fixed by the Commissioner, Colombo Municipal Council, Town Hall, Colombo 07, even at short notice.
05. The successful contractor should fulfill all his obligations under the relevant labour laws and regulations in regard to appointments and payments of wages, EPF, ETF, etc, towards the persons employed for the purpose of executing the contract.
06. Offers should be submitted in Original with Duplicate on forms issued by the Chief Accountant (Procurement), Colombo Municipal Council, Town Hall, Colombo 07.
07. Contractor shall be responsible to supply all necessary equipment and materials at his own cost.
08. **The Municipal Council/ Municipal Commissioner reserve the right to terminate each contract at any time for unsatisfactory execution of the Janitorial Services.**
09. A Tender/ Bid security **from a** recognized Bank in Sri Lanka **acceptable to Colombo Municipal Council**, valid for **210days** from the date of closing of the Tender/ Bid should be submitted with the Tender/ Bid document. **Tender/ Bid security amount required for each location as follows.** Tender/ Bid Securities issued by Insurance firms will not be accepted. Tender/ Bids not accompanying the required Tender/ Bid security will be rejected. **When the Tenderer/ Bidder provides one Tender/ Bid security for all locations, it shall mention the amounts separately for each location.** Tender/ Bid Security format is attached herewith (annexure 01).

| | |
|---|------------------|
| 1) Public Library | - Rs. 300,000.00 |
| 2) Bonavita Multipurpose Development Community Center | - Rs. 200,000.00 |
11. Contractor shall take every precaution to avoid damages to any property or person. Any losses due to negligence of the personal deployed by the contractor will be recovered from the monthly bill.
12. The successful Tenderer/ Bidder will be required to **execute an agreement** for each Tender/ Bid for each location with the Colombo Municipal Council for the satisfactory provision of services.

13. The successful Tenderer/ Bidder shall submit a performance securities from a bank acceptable Colombo Municipal Council, for the **equivalent 10% of two years contract price (without VAT) and valid until 28 days from the end of the contract period for each Tender/ Bid.** Performance Guarantee format is attached herewith (annexure 02).
14. **I. All the payments will be done monthly basis and consider total days as 365 per year. When calculating Monthly rate calculate as follows.**

Total cost for the year without VAT

12

15. No advance payment will be made by the Colombo Municipal Council. Payment will be made monthly and deduction for the non – performance / inadequate provision of service according to the specifications and Requirements. Payment will be certified by an officer from the respective department considering the performance. All the payments done by online system of the Payment Department. Bank details shall be submitted in attached format (annexure 03) and certified bank statement copy (mentioned the Name & Account Number is enough) shall be submitted along with the document.
16. The rate quoted in the Tender/ Bid should be written in both figures and words. If there is a difference between the amount in words and figures, the amount in words will be considered as the correct amount. The VAT components should be shown separately.
17. The decision of the Council on the offers received shall be final and conclusive and the Council reserves the full right to accept or reject any or all the offers without giving reasons what so ever.
18. “ **Tender/ Bids for Janitorial Services to Colombo City Limit Municipal Premises 2022-01**” shall be written on the top left hand corner of the sealed envelope which contains the Tender/ Bid.
19. Tender/ Bids in Original with Duplicate should be placed in the Tender Box (Bid Box) of the Municipal Secretary’s Department at Town Hall, Colombo 07 before 10.00 hrs. 15.02.2022 Tender/ Bids sent by post will be rejected. Tender/ Bids received after the closing time will be rejected.
20. Alternative Tender/ Bids will be rejected.
21. Under the extraordinary gazette No 1530/13 dated 01st January 2008; all payments above Rs.25, 000/- will be subjected to a stamp duty of Rs.25/-.

Specifications and Requirements

1. Specifications and Requirements – Public Library

1. Sweep and clean all areas and remove all refuse, including those from waste paper buckets, office room, refuse collected at tea room and water collected from all waste from air conditioners.
2. Sweep and clean all areas including lawn, gardens, car park, drive way, compound etc. **twice a day**. Maintain in good condition, the grass lawn, flower beds etc. (including cutting, cleaning and watering) Use fertilizer and other chemicals, coir dust etc. as required for courtyard area. Cutting grass at least once in two months in garden areas.
3. Dry sweep and damp mop followed by brushing, the granite floor **every day** to remove all marks, stains etc. brushings should be done with a solution of a approved detergent weekly to remove all scuff marks, stains etc. Apply heavy duty floor polish as directed. Brush and buff all the floor areas, timber skirting, handrails, kerbs etc. and other bronze and metallic items to keep them always in perfect shining condition.
4. Clean all toilets including floors, wall tiles, urinals, bidets, squatting pans, commodes, wash basins etc. **thrice a day**, disinfect and deodorize daily and maintain them in a dry state all the time. Provide tissue rolls and air fresheners to all toilets as required. Maintain the flushing and draining systems always keeping them in a good usable condition.
5. Clean the Eleven Branch of libraries **once a week**. Branches of libraries are given below.
 - Belmont branch
 - Elliot Place Branch
 - Gunasinghepura Branch
 - Hendry PedrisChidren's Library
 - Keththarama Branch
 - Kirulapone Branch
 - Kotahena Branch
 - Mattakkuliya Branch
 - Peterson Lane Branch
 - Seevalipura Branch
 - Sri Sucharitha Branch
6. Clean all doors and windows, fanlights, frames, panels etc. and keep all mirrors, all plain glasses in door sashes, window sashes, and fanlights in shining condition.
7. Clean and keep all, beds, cupboards, bookshelves, book almirahs, books, sculpture wooden stage etc. always dust free.

8. Clean all the furniture, glass pads, paper trays, racks , cupboards , cabinets and cubicles keep surfaces always dust free.
9. Cleaning the ceiling and pedestal fans **monthly**. Clean and keep all the walls, ceilings, claddings and fittings like light fittings, fans, switches air conditioner , refrigerators, radio, and television etc. always clean and dust free.
10. Cleaning the Telephones, Photocopy Machines and Fax machines **weekly**.
11. Clean and polish all name boards, sign boards , **monthly** to keep in perfect shining condition.
12. Wash and iron all the cotton door and window curtains once in three months and dry clean satin door and window curtains **once in six months**.
13. Keep clean all the gratings at the inlets of down pipes and all the gutters of the roof. Clean and keep all the open drains free of blocks. Clean roof, gutters and prevent mosquito breeding sites on the premises. All surface drains, gully's to be kept.
14. Clean and Hoover the carpet area **twice a week**. Shampoo the floor carpets once a month or if there are patches and hoover during the normal cleaning daily.
15. Wax the floor area, once in a two months including parquet area.
16. Uproot and remove any unwanted growths on building boundary wall etc.
17. Provide any other services required from time to time to keep the premises and surrounding areas clean.
18. Provide all cleaning supplies (detergent, glass cleaner, disinfectant, polis product, etc.) and operational material. All materials should be eco – friendly. Cleaning Material list (such as Broom, mop, detergent, disinfectant) per month shall be attached according to each location requirement. It shall be consider when evaluating.
19. Take precautions to prevent animals entering the buildings.
20. Service should cover all the buildings, huts and shelters lying inside the premises.
21. Minimum number of janitors shall be Twenty (20) with one (01) Supervisor.
22. The Dispensary functions from 7.30 a.m. to 4.30 p.m. on all days of month including Saturdays & Sundays.
23. Cleaning the pond according to the necessities of library Department.
24. The Janitor should be mentally, physically fit and should be between the ages of 25 – 60 years.
25. He / She should not be residing and from the surrounding area.

26. All Cleaning, cutting, equipment and detergents should be provided by the Tenderer/ Bidder.
27. Janitors should wear uniforms and identity card when on duty.
28. Should attach a service time table.
29. If any damages caused by company while service, value of damage will be deduct from the monthly payment.
- ❖ Following facts may be taken into consideration before applying for the Tender/ Bid.
 - ❖ A set of plans of the building will be made available for reference if necessary.
 - ❖ Janitors should be in uniform when on duty should attach a service time table/ work plan.
 - ❖ Inspection of the above premises could be arranged with prior appointment with the **Public Library at Colombo 07. Tel. 011-2695156, 011-3301100.**

Deduction measuring details

| No | Activity | Units | Quantity | Covering percentage for the total cleaning service |
|-----|---|--------|----------------------------------|--|
| 1. | Sweeping/Floor area – Indoor (Daily) | S.ft | 95,944 | 15% |
| 2. | Sweeping/Floor area – Outdoor (Twice a day) | S.ft | 77,270 | 10% |
| 3. | Mopping. Floor area – Indoor (Daily) | S.ft | 95,944 | 5% |
| 4. | Cleaning the toilets (thrice a day) | Nos. | 25 | 10% |
| 5. | Clean the Eleven Branch of libraries once a week (Once a week) | Nos. | 11 | 5% |
| 6. | Cleaning doors, Windows, fanlights and etc. (Daily) | S. ft. | 24,180 | 5% |
| 7. | Cleaning the all bookshelves etc. (Daily) | Nos. | 1522 | 5% |
| 8. | Clean all the furniture (Daily) | Nos. | 1764 | 3% |
| 9. | Cleaning of fans etc. (Monthly) | Nos. | 373 | 1% |
| 10. | Cleaning Telephones, Photocopy & Fax (Weekly) | Nos. | Tel: 55 Photo: 07 Fax : 01 | 2% |
| 11. | Polish the Name board (monthly) | Nos. | 40 | 2% |
| 12. | Wash and iron the Curtains(once in three months) | Sq.ft. | 6930 | 5% |
| 13. | Keep clean all the gratings at the inlets of down pipes and all the gutters of the roof and Cleaning of surface drains (weekly) | S.ft. | Drains – 05 | 2% |
| | | Nos. | Gulley - 05 | 2% |
| 14. | Clean, shampoo and Hoover the Carpet. (twice a week) | Nos. | | 2% |
| 15. | Wax the floor area. (once in a two months) | S. ft. | | 2% |

| | | | | |
|-----|--|------|---------|-------|
| 16. | Uproot and remove any unwanted growths on building boundary wall etc.(monthly) | | | 2% |
| 17. | Janitors – Male (Daily) | Nos. | 10 | } 15% |
| 18. | Janitors – Female (Daily) | Nos. | 10 | |
| 19. | Supervisor (Daily) | Nos. | 01 | 7% |
| | | | Total = | 100% |

Deduction Rate

- I. Deduction for sweeping (In) = $\frac{\text{Monthly Payment} \times 0.15 \times \text{Non sweeping area square meters for month}}{30 \times 95,944}$
- II. Deduction for sweeping (Out) = $\frac{\text{Monthly Payment} \times 0.10 \times \text{Non sweeping area square meters for month}}{30 \times 2 \times 77,270}$
- III. Deduction for Mopping (In) = $\frac{\text{Monthly Payment} \times 0.05 \times \text{Non Mopping area square meters for month}}{30 \times 95,944}$
- IV. Deduction for Toilet Cleaning = $\frac{\text{Monthly Payment} \times 0.10 \times \text{Frequency of shifts of non cleaning toilets}}{30 \times 25 \times 3}$
- V. Deduction for non cleaning libraries = $\frac{\text{Monthly Payment} \times 0.05 \times \text{Nos. of non cleaning libraries}}{4 \times 11}$ Libraries within week
- VI. Deduction for non cleaning doors, windows etc. = $\frac{\text{Monthly Payment} \times 0.05 \times \text{Non cleaning Sq. ft. of doors, windows etc.}}{30 \times 24180}$ windows etc.
- VII. Deduction for non cleaning book shelves = $\frac{\text{Monthly Payment} \times 0.05 \times \text{Nos. non cleaning book shelves}}{30 \times 1522}$ book shelves
- VIII. Deduction for non cleaning furniture = $\frac{\text{Monthly Payment} \times 0.03 \times \text{Nos. of non cleaning furniture}}{30 \times 1764}$ Furniture
- IX. Deduction for Non cleaning fans = $\frac{\text{Monthly Payment} \times 0.01 \times \text{Nos. of non cleaning Fans}}{373}$ Fans
- X. Deduction for non cleaning Tel./photo./fax = $\frac{\text{Monthly Payment} \times 0.02 \times \text{Nos. non cleaning Tel./photo./fax}}{4 \times 63}$ Tel./photo./fax in a week
- XI. Deduction for non polishing name board = $\frac{\text{Monthly Payment} \times 0.02 \times \text{Nos. non polishing name board}}{40}$ Name boards
- XII. Deduction for non wash & iron curtain (within 3 months period) = $\frac{\text{Monthly Payment} \times 0.05 \times \text{Non cleaning Sq. ft. of curtain}}{30 \times 6930}$ curtains
- XIII. Deduction for non cleaning Roof & Drains = $\frac{\text{Monthly Payment} \times 0.04 \times \text{Non cleaning Sq.ft. of Drains}}{4 \times 10}$ & Gulley's in a week
- XIV. Deduction for non shampooing & hoovering Carpets = $\frac{\text{Monthly Payment} \times 0.02}{8}$

- XV. Deduction for Non waxing floor = $\frac{\text{Monthly Payment} \times 0.02}{30}$
(within 2 month period)
- XVI. Deduction for non removing unwanted = Monthly Payment x 0.02
growth in building boundary wall
- XVII. Absent of janitors = $\frac{\text{Monthly Payment} \times 0.15}{30 \times 20} \times \text{Total no .of absent days for month}$
- XVIII. Absent of Supervisor = $\frac{\text{Monthly Payment} \times 0.07}{30} \times \text{Total no .of absent days of supervisor for month}$

02. Specifications and Requirements - Bonavista Multipurpose Development Community Center

| 01. Service Shift | Supervisor | Female | Male |
|--------------------------|------------|--------|------|
| 6.30 am to 6.30 pm - Day | 01 | 07 | 05 |

When an employee is ordered by the Commissioner of Charity to terminate his service on any misconduct or other charges during the period of service, he shall terminate his service.

janitors shall be Twelve (12) with one (01) supervisor are present at this premises **from 6.30 a.m. to 6.30 p.m.** on all days of the month including Saturdays, Sunday, Poya days and Public Holidays During the contract period. Any short fall of the stipulated janitors/Supervisor at any time and /or stage shall be sufficient ground for a minimum deduction as follows.

Absence for janitor: - 30 % of monthly payment

Absence of Supervisor : - 10 % of monthly payment

Deduction for the non-performance of Janitors per one condition- 60%

$$= \frac{\text{monthly payment} \times 60}{100 \times 28} \quad (\text{No 2 – 29 of Specifications and requirements})$$

02. All employees are required to remain in the workplace for the entire period of service prescribed, and must wear the uniform and an identity card issued by their institution during office hours.
03. The continuous shift should not exceed 36 hours when employing men in the cleaning service and the continuous shift for women should not exceed 12 hours.
04. All employees must accurately record their arrival and departure.
05. The Bonavista Building Premises includes the four-story building, including the Roof Top, the children's playground, the playground, parking lot and the pavilion.
06. A minimum of two employees should be deployed for each floor and the other 4 employees should be deployed for cleaning the children's playground, pantry, playground and pavilion.

07. Children's play equipment (both outdoors and inside the building) should be properly cleaned with the necessary materials and always in a cleaned condition suitable for use.
08. The stadium lawn should be managed and kept in a suitable condition for playing and whenever there are functions in the stadium, at the end of those functions the stadium should be cleaned to a very good condition.
09. All employees should be in good mental and physical condition and should be between the ages of 18-55.
10. Cooperate with the staff of other service providers (maintenance services, security services) in this organization.
11. All children playground, playgrounds, parking lots, roads, etc. should be cleaned twice a day.
12. All waste containers kept in the rooms of the medical officers and pharmacists, dental surgery, eye clinic, patient area and outside area should be removed twice a day.
13. All premises in the library on the third floor, including tables, books and shelves, should be kept clean.
14. Water accumulates in the premises and water that accumulates near air conditioners should be removed and cleaned.
15. Should clean the kitchen premises every time after food prepared and served to the children with special needs.
16. The stains and marks on the floor should be removed and cleaned daily and the floor area should be thoroughly washed and cleaned once a week using an appropriate detergent. Carpeted areas should be cleaned once a week with appropriate machinery as required.
17. Bronze and metallic materials should be kept clean and shiny.
18. The floor, tile walls, toilet bowl, sink and all parts of toilets and bathrooms should be disinfected twice a day. Supply toilet paper rolls and air freshener as needed. Toilets should always be watered and drained and kept in a usable condition.
19. All doors, windows, lamps, fans, plugs, mirrors and glass in windows and doors and should be kept clean and dust free.
20. All walls and ceilings should be kept clean and dust free.
21. All furniture, glass pads, trash cans and shelf surfaces should be kept clean and dust free. The surface of light bulbs, fans and air conditioners should also be kept clean and dust free.
22. Grass, flower beds etc. (including cutting, cleaning, watering) should be maintained in good condition with fertilizers, coir and other chemicals as required.
23. All nameplates and signboards should be cleaned daily and maintained in good condition.

24. All door and window fabrics should be washed and cleaned every 03 months and Satin / Vertical Blinds on door and window fabrics should be cleaned every 06 months.
25. Rain gutters and end of rainwater pipes should be cleaned.
26. Necessary services should be provided in cases where the Bonavista premises and the surrounding area need to be cleaned up.
27. Mosquito breeding grounds in the Bonavista premises should be taken care of and cleaned.
28. At least one employee should be employed under one supervising officer.
29. The Bonavista building, built under the green building concept, should be maintained in the same manner.
30. Equipment for cleaning and cutting and materials for cleaning should be provided by the Tenderer/ Bidder.
31. Necessary assistance should be provided for the various ceremonies held at the premises.
32. Buildings, equipment and other property of Bonavista land must be protected and used safely.
33. Service provider / contractor and all staff shall also perform the duties assigned to them time to time by top management to the Colombo Municipal Council.
34. In addition, that the service provider should follow the circular instructions issued by Colombo Municipal Council and Public Assistance Department and should also follow the prevailing tax regulations.
35. Janitors & Supervisor are required to perform their duties subject to health guidance (e.g. wearing masks etc.) regarding the control of Covid 19.
36. Should provide the necessary assistance in the running of the institution subject to the health guidance issued from time to time in relation to the control of the epidemic – Covid 19.

3. TENDER/ BID FORMAT

Please state the following.

- 3.1. Number of Personnel on role:
- 3.2. Number of Janitors in the organization:.....
- 3.3. Number of Supervisors in the organization:.....
- 3.4. Number of full time Janitors allocated for the locations:.....
- 3.5. Number of Visiting Supervisors allocated for the locations:.....
- 3.6. Janitors are provided with;
 - Uniforms.....
 - Company logo:

3.7. **Reputed Clients**

State at least ten reputed clients where the service has been provided by your company.(attach a list)

.....
.....
.....

3.8. **Tenderer/ Bidder's Qualifications**

State the following and submit copies of evidence.

3.8.a. Name and Address of Company, Business Registration Date and Registration Number.

.....
.....
.....

3.8.b. Date of the first service commenced.

.....

3.8.c. Number of services offered in each of the three years: 2019,2020 and 2021.
(Please submit the list)

.....
.....
.....

3.8.d. Submit the Service Time table.

3.8.e. Submit the details of Chemicals used.

3.8.f. Submit the details of Equipment used.

} Please attach (enclose)

I/We agree to accept the conditions mentioned above and overleaf and provide effective service giving satisfaction to the job entrusted to us.

Signature -

Name of the Person -

Designation -

Date -

(Seal of the Firm)

Annexure 01**Tender/ Bid Security**

[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:** Municipal Commissioner, Colombo Municipal Council

Date:*[issuing date]*

TENDER/ BID SECURITY No.:*[...]*

We have been informed that*[insert (by issuing agency) name of the Tenderer/ Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Tenderer/ Bidder") has submitted to you its Tender/ Bid dated *[date]* (hereinafter called "the Tender/ Bid") for the supply of *[insert name of service]* under Tender/ Bid No..... ("Tender/ Bid number").

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

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

- (a) has withdrawn its Tender/ Bid during the period of Tender/ Bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Tender/ Bid document and conditions of the General Terms and Conditions; or
- (c) having been notified of the acceptance of its Tender/ Bid by the Purchaser during the period of Tender/ 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 General Terms and Conditions.

This Guarantee shall expire: (a) if the Tenderer/ Bidder is the successful Tenderer/ Bidder, upon our receipt of copies of the Contract signed by the Tenderer/ Bidder and of the Performance Security issued to you by the Tenderer/ Bidder; or (b) if the Tenderer/ Bidder is not the successful Tenderer/ Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer/ Bidder that the Tenderer/ Bidder was unsuccessful, otherwise it will remain in force up to

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

[Signature of authorized representative(s)]

Annexure 02**Performance Guarantee**

[The issuing agency, as requested by the successful Tenderer/ Bidder, shall fill in this form in accordance with the instructions indicated]

----- [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 Service provider] (hereinafter called "the service provider") has entered into Contract No. ----- [reference number of the contract] dated ----- with you, for the ----- [insert service] -----Of----- [name of service and brief description of service] (hereinafter called "the Service").

Furthermore, we understand that, according to the General Terms and Conditions, a performance guarantee is required.

At the request of the Service provider, we ----- [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [amount in figures] (----- ---) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the day of, 20.. [insert date, 31 days beyond the scheduled completion of contract] and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

