MINISTRY OF IRRIGATION

MAHAWELI AUTHORITY OF SRI LANKA



PROVIDING JANITORIAL SERVICES FOR THE OFFICE PREMISES OF THE MAHAWELI CENTRE,96, ANANDA KUMARASWAMY MAWATHA, COLOMBO7

CONTRACT NO. MASL/JANI/MC/2024

Bidder's Name:....

MAY-2024

Received

Instruction to Bidders

1. Sealed Bids in duplicate are requested by the Director General of Mahaweli Authority of Sri Lanka, 9th Floor, No.500, T.B.Jayah Mawatha, Colombo10 up to 14.00 hrs on .../ / 2024 for Providing Janitorial Services for the Office premises of the Mahaweli Centre, No. 96, Ananda Kumaraswamy Mawatha, Colombo 07.

2. SCOPE OF WORK

The Contractor shall clean and maintain in good and sanitary condition of land and premises, described as Mahaweli Centre, No. 96, Ananda Kumaraswamy Mawatha, Colombo 07. The service shall include the following:

2.1 External Work.

- 2.1.1 Inspection and cleaning of roof gutters of entire building free of leaves etc. (Periodically, Say at least twice a month) Aluminum extension Ladder cart is provided by the Employer
- 2.1.2 keeping the roof eaves underside rafters and other external surfaces free from cobwebs at all times. Removing cobwebs works should be carried out periodically, at least once a week.
- 2.1.3 Cleaning of all windows and maintaining them daily in a dust free condition.
- 2.1.4 Dusting of all inclined (sloping) and horizontal masonry ledges daily and maintaining them in dust free condition at all times. Vacuum cleaners should be used when at least once a month.
- 2.1.5 Cleaning the entire podium platform and applying a sealer to the brick paving at least once a month.
- 2.1.6 Cleaning the entire perimeter drain surface daily and periodically removing drain covers and removing any leaves likely to collect inside.
- 2.1.7 Sweeping the car park and driveway compound and sand garden and removing any refuse etc. from the lawns (but excluding the maintenance of the turf and plants done by others). The keeping of the entire compound (and rear) free from effuse and debris is specifically included.
- 2.1.8 Keeping the pool free from dust and refuse or debris at all times
- 2.1.9 Cleaning of all external walls and removal of plants roots etc. from external walls once a month.

2.2 Internal works

- 2.2.1 Cleaning all floor finishes and maintaining them in clean and polished condition at all times during office hours. Including applying wax or sealant on Terrazzo and colored cement floors once a month.
- 2.2.2 Cleaning all balcony tiles of algae and keeping them sealed (with suitable sealer at all times.)

- 2.2.3 Keeping all Toilets cleaned and odor free at all times and reporting any leakage's or malfunction of fittings **in writing** to the Employer without delay. Disinfectants. Deodorants etc. to be used and cleaning done at least **two times a day.**
- 2.2.4 keeping all interiors free of cobwebs and dust at all times including lamps and fixtures.
- 2.2.5 Removal of all refuse from the garbage bins, waste paper baskets, ashtrays etc. daily and depositing the same for removal in bulk removal. Replacing Polythene bin liners in the garbage bin and washing the washbasins daily.
- 2.2.6 Cleaning all trellis works and keeping them free of dust and cob webs.
- 2.2.7 Specifically ensuring that refuse (lunch packets, polythene bags etc.) is never visible in any part of the building or compound at all times.
- 2.2.8 Cleaning of Hon. Minister's office, Director's room, Irrigation <u>Museum Halls</u> and models and keeping them free of dusts under supervision of Mahaweli staff.

2.3 General

- 2.3.1 Dusting of all office furniture, office equipment etc. and sweeping of all areas within the Main buildings, rest rooms and said premises daily.
- 2.3.2 Bringing to the notice of the Employer in writing any element or part of the building that requires repair by a building contractor of specialist contractor (electrical plumbing, gutter fixing etc. which is non janitorial) without delay.
- 2.3.3 Keeping all rain water and waste gullies, manholes, catch pits in a serviceable condition free from blockages and from pests and vermin (use of pesticides etc.) at all times.
- 2.3.4 Maintaining the building and its compound in an attractive state at all times.
- 2.3.5 All materials like heavy duty polishers, clear wax (no colour polish shall be used anywhere) Preparatory Sealers, turpentine, solvents, brooms, brushes, dusters, sprays, disinfectants brasso, vim, etc... shall be supplied by the janitorial contractor, within the quoted price.
- 2.3.6 Cleaning of Colombo Municipal Council (CMC) drainage within the premises fortnightly.

3. Submission of Bid

- 3.1 Contractors should complete the following Annexure and submit with the bid
 - Annex A (Form of bid)
 - Annex C (Bill of Quantities)
 - Annex F (List of Staff & Equipment)
- 4. Following documents should be submitted with the bids.
 - 4.1 Company profile.
 - 4.2 Past records and documentary evidence in similar work during last five year to date as per Annex-E
 - 4.3 Resources to be deployed on the project as per the Annex \mathbf{F}
- 5. If any Contractor is registered for VAT, the Contractor shall indicate the amount of VAT claimed separately at the end of the Summary of Costs, in addition to the net value of bid, along with VAT registration number and attach Certificate of same. If any bidder is not registered for VAT he/she

shall indicate so and shall submit a letter from the Commissioner of Inland revenue Department, certifying the company has not been registered for VAT.

- 6. All duties, taxes, and other levies payable by the Contractor under the contract, or for any other cause shall be included in the rates, prices and total bid price submitted by the Contractor.
- 7. A Contractor requiring any clarification of the Bid Documents shall contact the Employer in email address given hereunder. Employer will respond by email to any such request for clarification received no later than three (03) days prior to the deadline for submission of quotations. Employer's Address Deputy Director General (TS), Mahaweli Authority of Sri Lanka, No. 500, T.B.Jayah Mawatha, Colombo 10.
- 8. A pre bid meeting is scheduled to be held on/../.2024 at 10.30 a.m in the Conference hall, 9th Floor, Mahaweli Authority of Sri Lanka, No. 500, T.B.Jayah Mawatha, Colombo 10.
- 9. At any time prior to the deadline for submission of bids, the Employer may amend the Bid Documents by issuing addendum; Any addendum such issued shall be part of Bid Documents; Any addendum shall be communicated in writing or by facsimile to all purchasers of the bidding documents.
- 10. Sealed bids marked "Providing Janitorial Services for the Office premises of the Mahaweli Centre, No. 96, Ananda Kumaraswamy Mawatha, Colombo 07" on the Top Left hand corner of the envelope may be dispatched either by Registered post or hand delivered to the office of Director General, Mahaweli Authority of Sri Lanka, No.500, T.B.Jayah Mawatha, Colombo10 on or before the closing time of specified date of submission.
- 11. Bids will be opened immediately after the closing time of bids, at the office of Director General, Mahaweli Authority of Sri Lanka, No.500, T.B.Jayah Mawatha, Colombo10
- 12. Further information could be obtained from the Director (Mahaweli Centre), Ananda Kumaraswamy Mawatha, Colombo 07, Telephone No. 011 2672982,011-2685884, Fax No. 011 2686107
- 13. All other Terms & Conditions are as per Annex B.
- 14. Period of contract shall be for **one year** commencing from 01st 2024
- 15. All labors should be below 60 years
- 16. All bidders are requested to make site visit before the preparation of bid document.
- 17. Lowest bidder is not a criterion for the award of contract.
- 18. The Engineer for the contract is Director at Mahaweli Center.
- 19. The bid shall be valid until: 63 days from the deadline for Bid Submission.
- 20. The Bid shall include a Bid Security (issued by a bank) in the format given in the document.
- The amount of the Bid Security shall be: LKR 75,000.00 Bid Security shall be valid for 91 days from the deadline for Bid submission.

22. Within Seven (7) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security of 10% of the total Bid price valid up to 28 days beyond the contract period as per the attached format.

Received only

Form of Bid

Name of Bids: **Providing Janitorial Services for the Office premises of the Mahaweli Centre**, **No. 96**, **Ananda Kumaraswamy Mawatha**, **Colombo 07**.

Contract No. MASL/JANI/MC/2024

To:

Director General, Mahaweli Authority of Sri Lanka, 500, T.B. Jayah Mawatha, Colombo 10

Gentleman,

- 2. We/I acknowledge that the Schedule (Bill of Quantities, Annex-C) forms part of our Bid.
- 3. We/I undertake, if our Bid is accepted, to offer our services as stipulated in the Scope of Work and Terms & Conditions within the time stated.
- 4. We agree to abide by this Bid for the period of 63 days from the date fixed for receiving or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us/me.
- 6. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated thisday of 2024 in the capacity of duly authorized to sign Bids for and on behalf of

(IN BLOCK CAPITALS)

Signature

Company Seal

Address:

Witness	
Occupation	
Address	

Terms and conditions of Contract

1 Cleaning operations in office areas shall be performed before 8.30am on working days. Cleaning of common areas may be carried out during normal office hours.

The Contractor shall furnish for the Employer's approval schedule for the daily, weekly and monthly cleaning operations required to be performed under the contract and shall not deviate from these schedules without the Employer's prior consent.

- 2 The Contractor shall provide all necessary equipment, tools and implements such as polishing machines, vacuum cleaners, safety harness, hoses, brushes, brooms, mops etc. required to perform the specified services. The equipment tools and implements shall be of heavy-duty industrial type and shall be maintained in good working order be replace when no longer satisfactory.
- 3 The Contractor shall be responsible for supply of all consumable such as detergents, cleaning powder, floor polish, waxes, deodorants, garbage bin liners etc. A record of all consumable used shall be maintained for inspection by the employer when required.
- 4 It shall be the responsibility of the Contractor to furnish all labour required to provide the specified services. The Contractor shall maintain a register to provide employed for inspection by the Employer whenever required. It shall be the responsibility of the Contractor to pay wages, employee's provident fund contribution, insurance, premium etc. in respect of respect of staff employed by him in conformity to the prevailing laws and regulations.
- 5. The Contractor shall provide additional labour of at least 1/3 of the present requirement as and when required by the Employer for additional works that would be required by the Employer. The Contractor shall submit a schedule of rates for labour for such works that would be required by the Employer. Labour shall be provided by the Contractor in a short notice. Fill daily rate for the following labour categories. These labour rates are used for any additional works/public holidays to be carried out during the contract period. **Day work Schedule:**

Type of L	abourers	Rate per day in Rs.
1) Labourer	s (Male)	
2). Labourer	s (Female)	
3) Un skille	d	
4) Semi skil	led	
5) Carpenter	r	
6) Mason		
7) Plumber		
8) Electricia	in	
	Tota	al: <u></u>

Payment for such works shall be made separately on No. of Labourers deployed. If the contractor fails to supply required labour, <u>Employer obtain services from outside and reimburse</u> such payment from contractor according to the given rates. (Day works rates are used to evaluation.)

6. Generally service should be started on or before 7.30 a.m. and work stop at 4.30 p.m.

- 7. The Contractor and the staff employed by the Contractor shall conform to the security procedures and rules laid down by the Employer. Contractor or his staff shall not engage in any activity, which will endanger the security of the premises and/ or of its occupants. The Contractor shall be held responsible for any such indiscretion by him or his employees.
- 8. The Contractor shall furnish the names and National Identity card details of the staff who would be detailed for work under this Contract. A revised list shall be furnished with each monthly bill. The Contractor shall, if called upon to do so by the Employer, discontinue forth with the services of any employee details for work under this contract.
- 9. All Contractor's staff detailed for work under this contract except the Supervisor shall wear a clean uniform while on duty. Contractor shall provide adequate no of uniforms for the janitors and shall supervise the cleanliness of dresses.
- 10. The services under this contract shall be performed under the direct charge and supervision of an Officer designated by the Employer, who shall be referred to as the "Employers Representative" Directions and orders given by the Employers Representative with regard to the method of work, nature and quality of work or materials used shall be received or acted upon by the Contractor as if they are the orders of the Employer.
- 11. The Contractor shall appoint a supervisor whose duties will include control and supervision of the contractor's staff and coordination of same with the employer's representative. The name of the Supervisor shall be communicated formally to the Employer.
- 12. The Employer will designate an officer for each organization to oversee the services provided by the Contractor. Certification by these officers of the services performed shall be attached with each monthly bill.
- 13. The Employer shall provide the Contractor free of charge electricity and water for the performance of this contract.
- 14. The Employer will provide a small locker room for the Contractor's use. Contractor shall ensure that no disturbance is caused to others in the use of this room.
- 15. Sub-Contracting shall not be allowed for part of whole of the services specified under this contract.
- 16. In providing the services under this contract the Contractor shall ensure the safety of all occupants of the building including his staff. The Contractor shall be responsible for any damage done to any structure, equipment, fitting and / or finishes due to negligent action by himself or his staff.
- 17. The Contractor shall indemnify the Employer against any claim by or in respect of any employee of the Contractor under the workmen's Compensation Ordinance or from third parties for any loss or damage suffered in the course of performing the services specified in this contract.

- 18. The Contractor shall submit to the Employer on the first week of every month a bill for the services rendered in the preceding month. The employer reserves the right to deduct from the monthly bill the penalties imposed due to unsatisfactory performance of service as per annexed list of penalties (ref.**Annex-D**, **Annex-G**: Daily Cleaning Checklist : Penalties based on this sheets)
- 19. If there be any increase or decrease of costs of labour due to any decision of the Government after the award of the contract, the payment to the Contractor shall be increased or decreased by an amount corresponding to the change in costs.
- 20. If the Contractor fails to perform the services to the reasonable satisfaction of the Employer, may two (02) months prior notice cancel this Agreement and the Contractor shall not be entitled by reason of such cancellation to any damages from the Employer.

The Employer reserves the right to renew this Agreement if it desires for a further length of time on terms and conditions to be mutually agreed upon by the Employer and the Contractor.

- 21. In the event of any dispute arising in the interpretation of this Agreement or concerning any question which is not disposed of by the Agreement between the parties, the decision of the Secretary, State Ministry of Irrigation shall be final and binding on the Employer and the Contractor.
- 22. In the event that certain changes are contemplated arising out of necessity in a Floor, the work programme as well as charges connected thereto could be agreed on by mutual consent.

23. NOTICE

(a) Service Notice on Contractor

All certificates noticed or written orders to be given by Employer shall be served by sending by post to or delivering the same to the contractor's principal place of business or such other address as the contractor shall nominate for this purpose.



Service Notice on the Employer

All notices under the terms of the contract shall be served by sending by post of delivering the same to Deputy Director, Mahaweli Authority of Sri Lanka, No.500, T.B. Jaya Mawatha, Colombo.

24. The Contractor shall have adequate financial capacity to maintain the Contract.

Annex C

Bill of Quantities for Janitorial Services at Mahaweli Centre Complex for year 2024

No	Descriptions	Frequency	Monthly Charges in Rs.	
01.	Reception & Entrance lobby areas			
1.1	Sweeping, mopping and Cleaning including floor, furniture, fitting, doors, ceiling using necessary standard chemical, tools and equipment	Daily		
1.2	Cleaning, washing and drying carpets (lifts & entrance areas) & Wiping and cleaning door and glass surfaces, lights and fixtures. etc., Using necessary standard chemicals, tools and equipment.	Once a week		
02.	Office areas and Building spaces (Ground floor to 2nd floor)			
2.1	Cleaning Ground floor to 2nd floor including MUSIUM, Cafeteria, office spaces, roof top, balconies, lunch rooms, Staircase with furniture, fittings, office equipment, walls and floor area using necessary standard chemical, tools and equipment and cleaning dust bins and garbage bins including replacing polythene bags. Payment is made for all floors and deduction is done separately by considering the floors not attended/ cleaned.	Daily		
2.2	Cleaning, Washing, Mopping, waxing of lobbies and polishing of staircases. Payment is made for all floors and deduction is done separately by considering the floors not attended/ cleaned.	Once a month		
2.3	Vacuum cleaning of floor carpets in office space & Cleaning of glass panels of partition and inside of the windows Using necessary standard chemicals, tools and equipment. Payment is made for all floors and deduction is done separately by considering the floors not attended/ cleaned.	Once a week		
03.	WASH ROOMS AND TOILETS			
3.1	Cleaning, washing and disinfecting of walls, floors, wash basin, squatting pans, urinals, commodes, mirrors of ladies & gents toilets including duct line area and gullies for all floors using standard chemicals twice a day. Payment is made for all floors and deduction is done separately by considering the floors not attended/ cleaned.	Daily		
04.	LIFTS			
4.1	Sweeping and cleaning all visible indoor surfaces in lift Use necessary standard chemicals & Equipment.	Daily		
5	PREMISES & GARDENS			
5.1	Sweeping and Cleaning premises and garden including pathways, driveways, parking areas, drainage, gullies, watering plants, etc. And disposing the garbage by sorting	Daily		
5.2	Trimming trees & plants and grassing including washing and cleaning entrance area canopies, roof gutters, security huts, Canteen, Driver's rest room, etc.	Once a week		
6	Allow provisional sum for the payment of additional work/public holidays for laboures.	provisional sum	25,000.00	
7	Rats Control services. Payment is made for all floors and deduction is done separately by considering the floors not attended/ cleaned Once in 3 months	provisional sum	26,700.00	
А	Total per month			
В	Total for Day work schedule as described under 5 of the Terms and condition (Annex-B) [Only for evaluation purpose]			
С	Sub Total (Total for 12 months to be transferred to Form of Bid)			
D	Value Added Tax (18% of Sub Total)			
E	Grand Total with VAT (C+D)			

VAT Registration No. Signed : Signature of Tenderer for and behalf of

.....

(Place the common seal)

Date:....

Note: Bidders who are registered with Department of Inland Revenue for payment of VAT fill and annex a copy of Certificate of Registration issued by the department. Bidders who are not registered for VAT should submit a letter from Department of Inland Revenue, stating that they have not registered for VAT.

PENALTIES FOR UNSATISFACTORY WORK

Item No	Item	Penalties for unsatisfactory performance as a % of amount quoted in the schedule of prices		
	External works			
1	Inspecting and cleaning of roof gutters of entire building periodically & keeping the gutters free from leaves etc at all times.	3% per day (or delay)		
2	Keeping the roof eaves underside of rafters and other external surfaces free from cobwebs at all times.	3% per day (or delay)		
3	Cleaning of all doors, windows and fixed glasses daily and maintaining them in dust free condition. at all times.	3% per day (or delay)		
4	Dusting of all inclined (sloping) and horizontal masonry ledges daily and keeping them in dust free condition at all times.	3% per day (or delay)		
5	Cleaning the entire podium platform daily and keeping it free of leaves lawns, all refuse at all times and periodically a approved sealer to the brick paving.	3% per day (or delay)		
6	Cleaning the entire perimeter drain surface daily and periodically removing drain covers and removing any leaves likely to collect inside.	3% per day (or delay)		
7	Sweeping daily the car park , driveway compound and sand garden including removing all refuse , debris lawns etc.	3% per day (or delay)		
8	Maintenance of turf areas, flower beds, existing plants, and flower pots including watering, application of fertilizer, pesticides (Provided by the owner) and land formation, filling of earth and land levelling when necessary including keeping of	20(
9	the entire compound free from debris, all refuse and lawns etc. at all times. Keeping the pools & fish tank free from dust and refuse or debris at all times.	3% per day (or delay) 3% per day (or delay)		
10	Cleaning periodically the security mesh across CMC drainage and keeping it free from lawns, debris etc. at all times.	3% per day (or delay)		
11	Clearing of all external walls, boundary walls etc. and keeping them free from plant roots etc.	3% per day (or delay)		
	Internal works	e /o por day (or donay)		
12	Cleaning of all cement floors and maintaining them in cleaned and polished condition at all times. Including applying floor polish and wax or sealant	201 man day (an dalay)		
13	periodically. Cleaning of all terrazzo floors maintaining them in cleaned, free from dust or algae and polished condition at all times including sealed with approved wax or sealer.	3% per day (or delay) 3% per day (or delay)		
14	Cleaning of all carpet floor areas and maintaining them in cleaned, free from dust and lawns at all times.	3% per day (or delay)		
15	Cleaning of all balcony tiles free from dust, algae and keeping them sealed with approved sealer at all times.	3% per day (or delay)		
16	Keeping all toilets using disinfections deodorants at lest two times a day and keeping cleaned and odour free conduction at all times, and also reporting about any leakages or malformation of fittings etc in writing to the owner without delay.	3% per day (or delay) (0.75% per one turn)		
17	Keeping all interiors free from cobwebs and dust at all times including lamp and fixtures.	3% per day (or delay)		
18	Removing all refuse and waste baskets, ash trays and canteen refuse daily and ensuring the eventual disposal in polythene bags.	3% per day (or delay) (0.05% per one turn)		
19	Cleaning all trellis works and keeping them free of dust and cobwebs.	3% per day (or delay)		
20	Specifically ensuring that refuse (lunch packets, polythene bags etc.) is never visible in any part of the building or compound at all times.	3% per day (or delay)		

Works Experience:

Performance records during the last five years in the relevant field (Add extra sheets if necessary)

Name of Building	client	& 1	Location	of	No. of Floors	Description of Contract & period	Date of Award	Contract Price

Resources to be deployed on the project:

(a) List of staff to be deployed

No	Employee Name	Identity No	Address	Telephone No
				1
) I	List of Equipment to be d	eployed	3	
	No Machine Name	Cost	Serial Num Model Num	
	ser.			

Annex-G

1 v 2 ⁽⁾	Cleanin	ng service ch Daily	neck	list s	heet				
1 v 2 ⁽⁾	loors & divisions	Daily							
2 0		bully	done	Not	confirmation signature	Once a fortnight	done	Not	confirmation signature
2	vash rooms	Cleaning furniture, fittings,							
T	Ground Floor WASH ROOMS AND FOILETS	office quipment,							
3 N	NUSIUM	walls and floor area such as ofice				Vacum			2
4 0	Cafeteria	space, lunch rooms, Staircase,				cleaning of floor carpets in office			
5 1	2nd Floor Floor Reception & Entrance obby a reas	lobby and emegency staircase				space & Cleaning of glass			
6	2nd floor (Office Spaces and include lunch ooms	using necessary standered	0			panels of partition and inside			
1	2nd floor PROJECT (Office Spaces and include unch rooms)	chemical, tools and equipment				of the windows Using			
81	2nd floor Director (Office Spaces and include PA ooms)	and cleaning dust bins and gabage				necessary standard chemicals,			
91	2nd floor (Office Mnister Spaces and include ooms)	bins including				tools and equipment			
4 00	Auditorium and Recording Room	replacing polythene bags.							
	Cleanig works PREMISES & GARDENS as described BOQ	Daily							
171	Cleanig works Reception & Entrance lobby areas as described BOQ	Daily							
13	Cleanig works LIFTS as described BOQ	Daily							
	Cleaning, Washing, Mopping, Waxing of lobbiles and polishing of staircases.	Once a Month							

(This checklist is presented as an example and are provided separately for each floor, varying depending on the cleanliness check requirements.)

Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee From in accordance with the instructions indicated.)

[Bank's name, and Address of Issuing Branch or Office]

Beneficiary: Director General, Mahaweli Authority of Srilanka. 9th Floor, No. 500, T.B.Jayah Mawatha, Colombo 10.

Date:



BID GUARANTEE NO.:

We have been informed that [name of Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated (here in after called "the Bid") for the execution of Providing Janitorial Services for the Office premises of the Mahaweli Centre, No. 96, Ananda Kumaraswamy Mawatha, Colombo 07. Under Contract No. MASL/JANI/MC/2024

Furthermore, we understand that, according to your conditions, bids must by a bid guarantee.

At the request of the Bidder, we [name of Bank] 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 Bidder is in breach of its obligations under the bid conditions, because the Bidder:

- (a) Has withdrawn its Bid during the period of bid validity specified by Bidder in the Form of bid; or
- (b) Having been notified of the acceptance of its Bid by the purchaser during the period of bid validity,(i) fails or refuses to execute the Contract From; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) If the bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of 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 of the name of the successful bidder: or (ii) twenty-eight days after the expiration of the Bidder's Bid.

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

[Signature]

Performance Security

[Note: the purchaser is required to fill the information marked as "*" and delete this note prior to selling of the bidding document]

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

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

* Beneficiary: The Director General,

- Mahaweli Authority of Srilanka 9th Floor,
- No.500, T.B.Jayah Mawatha, Colombo 10.

Date:

PERFORMANCE GUARANTEE No. :

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

This guarantee shall expire, no later than the day of, 20.. [Insert date, 28 days beyond the scheduled completion date including the warranty period] and any demand for payment under it must be received by us at this office on or before that date.

Signature(s)

Retence