

No. Col/Prop/885/08/2018
(High Commission of India)
(Colombo)

NOTICE INVITING TENDER FOR SELECTING CONTRACTOR
FOR
(Supply and Installation of Chiller System)

The President of India acting through the **High Commissioner** of India in **Colombo, Sri Lanka** requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for **Supply and Installation of Chiller System at High Commission of India, Colombo**. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) along with Earnest Money Deposit (EMD) of Sri lankan rupees 6,00,000/- (See Section VII) must reach office of MR. Rakesh Kumar, **ASO (Property), High Commission of India, No:36-38, Galle Road, Colombo-03, estt.colombo@mea.gov.in, 011-2436570** on or before **(03:00PM)** on **(25th January,2019)**. The detailed tender document along with its annexure may be downloaded from Central Procurement Portal <https://eprocure.gov.in/cppp/> and also the official website of the **High Commission of India, Colombo** at https://hcolombo.gov.in/tendernotice_archive .

- The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the **High Commission of India** in Colombo Sri Lanka for **(Supplying and Installation of Chiller System)**.

- **Location and description of Property:- High Commission of India, 36-38, Galle Road, Colombo - 03, Sri Lanka**

- **Scope of Work:**

- > Removal of two nos of existing water cooled Chillers (TRANE, Model : CGWA 109E)
- > Removal of 3 nos of existing chilled water and 3 nos of condenser water pumps.
- > Removal of existing chilled and condenser water piping within the plant-room.
- > Supply & installation of 2 nos of chilled water pumps and 2 nos of condenser water pumps.
- > supply & installation of 1 no. water cooled screw chiller.
- > Supply & installation of new chilled and condenser water piping.
- > Supply & Installation of chemical Dosing System (only) for the condenser water piping system, without any chemical.

Any other works assessed to be necessary during site visit.

Site visit is must

- **Period of Completion:-** 90 days calculated from the date of commencement of works.

- **Site visit:** Physical visit to the site is compulsory to have a general idea about the extent of works required and the amount of involvement by the Contractor. Interested firms can visit the site from **(10:00am to 12:00pm and 2:30pm to 4:30pm)** on **(Monday to Friday)** after prior appointment with **Mr. Rakesh Kumar, ASO (Property), High Commission of India, No:36-38,Galle Road, Colombo-03., estt.colomob@mea.gov.in,**

011-2436570.

- **Submission:** The proposals (bids) should be submitted in two parts: (i) Technical Bid, which should contain the documents establishing the technical eligibility of the applicant and other documents required establishing sound financial condition, as **per terms & conditions of this tender**; and (ii) Financial Bid, which should be as per the format given in this tender. The last date of submission of sealed bids is (**03:00pm**) on (**25th January,2019**) in the office of **Mr.Rakesh Kumar, ASO (Property), No:36-38,Galle Road, Colombo-03., estt.colomob@mea.gov.in, 011-243657**). Technical bids will be opened on (**03:30PM**) on (**25th January,2019**) in the **High Commission of India Colombo**. All pages of the submitted document must be signed by authorised signatory.

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Tender Documents

Tender Contents

- **Technical Bid Documents:**

Document I : Invitation to Tender

Document I – S-I : Instruction to Bidders (Section-I)

Document I – S-II : Introduction and Credentials of Bidder (Section-II)*

Document I – S-III : Terms and Conditions of contract (Section-III)

Document I – S-IV : Scope of Work (Section-IV)

- **Financial Bid Documents:**

Document II : Schedule of Quantity/Items/Bill of Quantities (BOQ) for calculating variations – Bidder is to provide anticipated quantity of each item along with rates as they would be supplied. Additional items may be quoted by Bidder. (Section-V)

Document III : Form of Tender - Financial bid letter (Section-VI)
(Lump sum fixed price to be quoted on this form by Bidder)

Document IV : Standard formats for Earnest Money Deposit (EMD)/Guarantee, etc. (Section-VII).

* Section-II - Documents about the credential of the bidder, resources, company brochures, construction methodology, experience, management techniques, and any other

information about bidder – These documents are to be supplied and attached by the bidder.

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Invitation to Tender

- The President of India acting through the **High Commissioner** of India in Colombo, **Sri Lanka** invites Lump-sum Fixed Price Tender for **Supply and Installation of Chiller System**. The Lump-sum Fixed Price / Amount tender shall be on the basis of following tender documents.

Technical Bid Document:	
Document – I	Press Notice, Invitation to Tender, Instructions to Bidders, Scope of Work & Eligibility Criteria
Financial Bid Document:	
Document- II	Form of Tender (Lump sum price to be quoted on this form by Bidder)
Document- III	Schedule of Items
Document- IV	Conditions of contract including standard formats for BG/ Guarantee, etc.

- The last date of submission of sealed bids is (**03:00pm**) on (**25th January, 2019**) in the office of **Mr. Rakesh Kumar, ASO (Property), No:36-38, Galle Road, Colombo-03., estt.colomob@mea.gov.in, 011-2436570**. Technical bids will be opened on (**03:30pm**) on (**25th January, 2019**) in the **High Commission India, Colombo**. Any Tender received after this date and time will not be considered.

- Technical bids will be opened on (**03:30pm**) on (**25th January, 2019**) in the **High Commission of India, Colombo**. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the **High Commission of India, Colombo**.

- The Tender shall remain valid for a period of Ninety (90) days from the date of opening or till any extended period.

- Eligibility Criteria:

- **Permit:** The Tenderer should have valid permit/registration from a competent local authority for carrying out the work in Colombo, **Sri Lanka** in the Diplomatic property of the **High Commission of India, Colombo**.

Similar work: The Tenderer must have satisfactorily completed (i) one similar work of value of Sri Lanka Rupees 24,000,000/- or (ii) two similar works of value of Sri Lankan Rupees 18,000,000/- or (iii) three similar works of value of Sri Lankan Rupees

12,000,000/-.

- **Bank Solvency:** Certificate of Solvency for Sri Lankan Rupees 12,000,000/- certified by bank. The certificate should not be older than six months.
- **Annual Turnover:** The annual turnover of the tenderer should be equal to the Sri Lankan Rupees 80 *million* during the immediate last three consecutive financial years.
- **Profit-Loss:** The tenderer should not have suffered loss in more than two years in the previous five financial years and must not have suffered loss in the immediate preceding financial year.

- **Defects Liability Period:** Defects Liability period will be twelve months from date of completion of project.

- **Performance Security:** 5% of the contract value shall be submitted by the successful bidder in the form of a Bank Guarantee valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the supplier under the contract and discharged after completion of work.

- **Financial quote & variations:** Contractor shall quote his Lump-sum Fixed Price based on the enclosed Scope of Work. The Contractor shall note that Bill of Quantities (BOQ) shall not form part of the agreement and Contractor shall complete all the works as defined in the Scope of Work irrespective of the Bill of Quantities (BOQ) /details since these will not form part of the agreement. However, the unit rates quoted in the Bill of Quantities (BOQ) of items shall be used for working out the variations as per tender conditions.

- **Commencement:** Commencement of the works shall be effected within Fifteen (15) days from the date of issue of Acceptance letter or Letter of Intent or handing over the site, whichever is later. Such 15 days period being defined as the mobilization period.

- **Completion:** The Period of Completion for the whole of the works is 90 days calculated from the date of commencement of works.

- **Mobilisation Advance:** 10% of contract amount and up to maximum of 30% against equivalent Bank Guarantee.

- **Retention Money:** 5% of contract amount, till the Defect Liability Period is over.

- **Arbitration:**
 - If any dispute, difference or question at any time arises between the Mission and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination as described in clause 15, shall be referred to arbitration.
 - The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties.
 - The Arbitration will have its sittings in the High Commission of India, Colombo.

- **Rejection:** The *High Commission of India, Colombo* reserves the right to accept or reject proof of credentials at its sole discretion without having to furnish reasons thereof, to the applicants. Submission of false information/document shall render the bidder ineligible.

- **Sub-contractors:** The Tenderer must submit with his offer a list of Sub-Contractors and Specialists names he proposes to use on the Works. The **High Commission of India, Colombo**) reserves the right to accept or reject any pre-approved sub-Contractor even after formal award of Contract and/or commencement of work with or without reason.
- The successful Tenderer shall be responsible for coordinating his work with various sub-Contractors and other bid-pack Contractors employed on the Works coordinating his work between various trades, obtaining all the necessary information from sub-Contractors for the purpose of the overall programming of his works; supplying all the normal attendance to all sub-Contractors and assuming the overall responsibility for the aforesaid.

Address:

Email:

Fax:

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Section-I

• **INSTRUCTION TO BIDDERS**

- The Bidding Documents comprise of:

Section-I	:	Instruction to bidders
Section-II	:	Introduction and Credentials of Bidder
(To be prepared and submitted by the Bidder)		
Section -III	:	Terms and conditions of Contract
Section- IV	:	Scope of work
Section- V	:	Schedule of Quantity
(To be prepared and submitted by the Bidder)		
Section - VI	:	Form of Bid
(Lump sum fixed price to be quoted by Bidder)		
Section - VII	:	Standard formats for Earnest Money Deposit (EMD).

- **Site visit:** Physical visit to the site is **compulsory** to acquaint himself with the Site of the Works. The tenderer shall take entire responsibility in the interpretation of the report and of the site conditions. No consideration or compensation will be given for any alleged misunderstanding of the nature of the work to be executed.
- **Cost of Tendering** - The **High Commission of India, Colombo** will not be responsible to compensate for any expense or losses which might have been incurred by the Tenderer in the preparation and submission of his Tender/bid.
- **Earnest Money Deposit/Bid Securing Declaration—**

- The bidder shall submit a Demand draft or Banker's cheque drawn in favour of "High Commission of India, Colombo" amounting to 6,00,000/-.
 - The bidder shall submit Section-VII .
 - **Pre-bid meeting:** A pre-bid meeting is scheduled at 10:00 AM on 16.01.2019 in the **High Commission of India, Colombo**. Interested bidders may contact the office of **Mr.Rakesh Kumar, ASO (Property), High Commission of India, No:36-38,Galle Road, Colombo-03., estt.colomob@mea.gov.in, 011-2436570**) to attend the pre-bid meeting.
- **Lump Sum Fixed Price Tender** - This is a LUMPSUM FIXED PRICE TENDER with extent of Work as indicated in scope of works.
 - The bidder shall examine the scope of work and other Documents and all Addenda (if any) before submitting his Tender/Bid and shall become fully informed as to the extent, quality, type and character of operations involved in the Works.
 - Bidders are required to quote Lump-sum fixed prices on "Form of Tender". Bidders may prepare schedule of quantity as per scope of work identifying item description, quantity and rates.
 - The total amount of schedule of quantity prepared by them should be transferred to Form of Tender.
 - The Lump-sum Fixed Price/amount must be quoted both in figures and in words on the Form of Tender and the currency must be Sri Lankan Rupees only.
 - In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.
- **Validity of Bid** - The Bid shall remain valid for a period of 90 (Ninety) days from the date of the opening of the bid or up to any mutually extended period.
- **Tender and Schedule of Quantities**
 - Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.
 - Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.
 - The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.
 - It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.
 - No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.
- **Final Tender Price** - Decision on bid will be taken based on the final price quoted on the Form of Tender. Lump-sum Fixed Price/Amount as quoted in the "Form of Tender" shall be the basis for deciding the tender quote and the L1 bidder.
- **Errors and Rectification:**
 - In case of any mismatch in the final quoted price on Form of Tender and Total amount worked out on rates in Schedule of Quantities, the final price quoted on Form of Tender shall be considered for comparison of bids and decision on bid.

- If amount quoted on Form of Tender is more than amount worked out on Schedule of Quantities, the rates in the Schedule of Quantities shall not be altered/adjusted.
 - If amount quoted on form of Tender is less than amount worked out on Schedule of quantities, the rates on schedule of quantities shall be adjusted in the ratio to match with quoted final price on the Form of Tender.
- **Submission of bids:** Bidders shall submit their bid in a large sealed envelope super-scribed with **Supply and Installation of Chiller System** for the **High Commission of India, Colombo** which shall have following two sealed envelopes inside:
 - Envelope A:** Should contain the documents mentioned in Section-I to Section-IV. This envelope should be super-scribed as “**Technical Bid**”.
 - Envelope B:** Should contain the documents mentioned in Section-V and Section-VI. This envelope should be super-scribed as “**Financial Bid**”.
- The last date of submission of sealed bids is (**03:00pm**) on (**25th January,2019**) in the office of **Mr.Rakesh Kumar, ASO (Property), High Commission of India, No:36-38, Galle Road, Colombo-03., estt.colomob@mea.gov.in, 011-2436570**.
 - The date and time for submission may be deferred by an official notification in writing issued by the **High Commission of India, Colombo**) to all Bidders. Tenders received after this date will not be considered.
 - Any Bid received after date and time of submission will not be considered and will not be opened. Any such unopened Bid will be returned to respective bidder.
- **Selection process:**
 - Envelope A (Technical bids) will be opened on (**03:30pm**) on (**28th January,2019**) in the **High Commission of India, Colombo**. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the **High Commission of India, Colombo**.
 - The technical eligibility credentials of all the bidders shall be evaluated first. Failure to submit requisite documents will render the applicant ineligible.
 - A list of technically qualified bidders shall be prepared. Technically qualified bidders shall be informed and shall be invited for opening of the financial bids at prescribed date and time by the **High Commission of India, Colombo**.
- **Conditional Acceptance of the Tender** - The acceptance of the Tender shall be conditional and not finally binding upon the **High Commission of India, Colombo**. The **High Commission of India, Colombo** may withdraw the acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it.
 - **Amendments to Tender Document** - At any time prior to the date of opening of the tender, the **High Commission of India, Colombo** may issue an addendum in the Tender Document in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this Tender Document. Prospective bidders shall promptly acknowledge receipt of each Addendum to the **High Commission of India, Colombo**.
- **Clarification:** Any further information or clarification which the Tenderer may require in order to complete his bid, may contact **Mr.Rakesh Kumar, ASO (Property), High Commission of India, No:36-38,Galle Road, Colombo-03., estt.colomob@mea.gov.in, 011-2436570**.

- All information requested by and supplied to one bidder will be supplied to all bidders.
- Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the **High Commission of India, Colombo**) as to the meaning of anything connected with the Tender Document.
- **Disqualification of Tender** - Tenderer may be disqualified for any reason including but not limited to the following:
 - If tenderer sets forth any conditions which are unacceptable to the **High Commission of India, Colombo**.
 - If any tender is submitted under a name other than the name of the individual firm, partnership or corporation that was issued the Tender Document.
 - If there is evidence of collusion between Bidders.
 - If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.
 - If Bid price is disclosed or become known before opening of Financial Bid.
- **Compliance with Laws and Regulations and Pricing of Schedule of Quantities** -The attention of Bidders is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, input tax and output tax (VAT/NBT), etc.. All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax.
- **Compliance with Tender Document** - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and drawings, etc and visited site. The quoted Lump-sum Fixed price are inclusive all cost and charges and complete in all respect to make the project functional as per the standard and to the entire satisfaction of the **High Commission of India, Colombo**.
- **No escalation of price** - Price escalation, in rates due to any reason such as change in foreign currency exchange rate, increase in prices of material, equipment & labour, fuel (petrol, diesel, gas, etc.), transport, electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion, etc. shall not be applicable.
- **Payments:**
 - All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the **High Commission of India, Colombo**.
 - The detailed work schedule and the payment schedule would be furnished by the Contractor to the **High Commission of India, Colombo** who will approve it before it forms part of the agreement.
 - However, in the event of non-compliance of the payment schedule or otherwise due to the reasons acceptable to the **High Commission of India, Colombo**, the progress payment shall be made by the **High Commission of India, Colombo** on the basis of evaluation of work done.
 - All permissible deduction shall be effected during the Progress Payment, in line with the provisions of the Contract.
- **The High Commission of India, Colombo's right to waive** - The **High Commission of India, Colombo** reserves the right to waive any deficiency in any tender where such waiver is in the interest of the **High Commission of India, Colombo** except that no proposal will be accepted if the Earnest Money Deposit (EMD) or any of the preceding

statutory documents was not submitted with the tender.

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Section-II

• **Introduction and Credentials of Bidder**

(To be submitted by the bidder)

Note: This shall be submitted by the bidder. This should be a brief introduction, background, company details, credentials, VAT/NBT & other registration and past performance of the bidder. They may attach any other documents such as company profile, company brochures, achievement of the company etc.

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Section-III

• **Terms and Conditions of Contract**

- Quoted price is final fixed lump-sum price inclusive of all taxes except VAT/NBT. Item/quantity indicated in the scope of work/schedule of quantity are tentative and some variation during execution may take place. Nothing extra is payable for such variation.
- Quoted price shall be exclusive of VAT/NBT. The quoted price should include lump sum charges for Labour/transportation and civil works required/ necessary, if any, for complete installation.
- Period of completion for the work is **90 days calculated from the date of commencement of works.**
- Liquidated damages shall be levied on Contractor for delay in completion if it is ascertained that contractor is responsible for delay. The rate of liquidated damages shall be calculated @ 0.5% of contract amount per day limited to maximum 10% of contract amount. This shall be computed on per day basis.
- Defects liability period shall be as per Warranty Period of the equipment and twelve months for the civil work executed from date of practical completion of work. Contractor

shall be bound to remove/ rectify / replace any defects / defective work which is noticed during defects liability period at his own risk and cost.

- The tenderer shall guarantee among other things, the following:- a. Quality, strength and performance of the materials used; b. Follow up service, if required.; c. Good workmanship.
- Commencement date of work shall be counted from the 15 days of Issue of Letter of Acceptance of Letter of Award or from the date of handing over of site whichever is later.
- Payment:- Payment may be released through Running Account Bills and strictly linked with progress of work as per the following schedule:
 - Advance of 10-30% of accepted tender cost on placement of Work Order against Bank Guarantee of equivalent amount drawn in favour of High Commission of India, Colombo;
 - Running Account (RA) Bills for 10% of accepted tender cost in stages as per payment schedule;
 - 10% of accepted tender cost after completion of work in all respects;
 - 5% of accepted tender cost after handing over to the High Commission of India, Colombo for beneficial use to be released after 12 months of completion of work, subject to satisfaction of the employer about the work done. The detailed work schedule and the payment schedule would be furnished by the Contractor to the **High Commission of India, Colombo** who will approve it before it forms the part of the agreement. All permissible deductions shall be effected during the settlement of Running Account Bills.
- No escalation on rates due to delay in works shall be admissible.
- Each RA bill payment shall be made for at least 4% of physical progress.
- Specification: The item of work/material used in the work shall be complying with the standard of quality like British standard/American standard/Indian Standard or equivalent. The material used/or workmanship should be of equivalent or higher standard than the existing standard. Sound engineering practice should be adopted in all items of work execution.
- Defects Liability Period will be 12 (Twelve) months from completion of work. Contractor is bound to rectify/replace the defective item of work or workmanship which may come to notice during defects liability period or within the Defects Liability Period. In case of non-compliance of removal/rectification/ replacement of defective item of work or workmanship, the **High Commission of India, Colombo** shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the Contractor available with the **High Commission of India, Colombo**.
- On completion of work, Contractor shall submit all equipment manuals, guarantee cards, specifications etc. The Final Bill of work shall be paid only on completion of work and depositing all documents as above.

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Section-IV

• Scope of Work

Scope of work given below is tentative. The bidder is advised to inspect the site and understand the full scope of work.

Scope of Work:

- > Removal of two nos of existing water cooled Chillers (TRANE, Model : CGWA 109E)
- > Removal of 3 nos of existing chilled water and 3 nos of condenser water pumps.
- > Removal of existing chilled and condenser water piping within the plant-room.
- > Supply & installation of 2 nos of chilled water pumps and 2 nos of condenser water pumps.
- > supply & installation of 1 no. water cooled screw chiller.
- > Supply & installation of new chilled and condenser water piping.
- > Supply & Installation of chemical Dosing System (only) for the condenser water piping system, without any chemical.

Any other works assessed to be necessary during site visit.

Site visit is must

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Section-V

• Schedule of Quantity

(To be submitted by the bidder)

Sl. No.	Items	Quantity	Cost
1.			

2.			
3.			
4.			
5.			

Note: Please refer to Section-I of the document

- Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.
- Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.
- The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.
- It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.
- No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

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Section-VI

- **Form of Tender**

(To be submitted by the bidder)

TO: The **High Commissioner** of India in **Sri Lanka**

We have examined tender conditions for the above-named work and have inspected the site and general conditions under which the Works are to be carried out. We offer to execute and complete the Works and remedy any defects therein, in conformity

with this Tender, which includes all these documents for the Lump Sum Fixed Price of: **(Amount to be indicated by the bidder in Number and words and also the currency)** exclusive of VAT/NBT.

If this offer is accepted, we will commence the Works as soon as is practicable and complete the Works in accordance with the above-named documents within the Time for Completion.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature:

Name:

in the capacity of -----

duly authorized to sign tenders for and on behalf of

Address:

Date:

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Section-VII

- **Bank Guarantee Proforma for Earnest Money Deposit.**

Bank Guarantee No.....

Brief description of contract: **Supply and Installation of Chiller System**
Name and Address of Beneficiary: The High Commission of India, **No:36-**
38,Galle Road, Colombo

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for

Supply and Installation of Chiller System at Colombo for the High Commission of India, and one of the tender conditions is for the M/s (**Name of Contractor with address**) to submit a Bank Guarantee for Earnest Money Deposit amounting to 6,00,000/-. In fulfilment of the tender conditions, we, (**Name of Bank with address**) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of Sri Lankan rupees 6,00,000/-.

2. This guarantee is valid for a period of 180 (One hundred and eighty) Days and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to 6,00,000/-

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from 25/01/2019 up to the (**date after 180 days from date of issue**) and claims under this guarantee should be submitted not later than (**date after 180 Days from date of issue**).

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of the Sri Lanka and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the Sri Lanka Courts.

Date:

Place:

Name:

Signature: