



**INFORMATION AND COMMUNICATION TECHNOLOGY AGENCY OF SRI
LANKA**

BIDDING DOCUMENT

NATIONAL COMPETITIVE BIDDING (NCB)

FOR

**An office premises to be taken on rent for Information and
Communication Technology Agency of Sri Lanka**

INVITATION FOR BIDS No: ICTA/GOSL/SER/OC/NCB/2017/04

October, 2017



Information and Communication Technology Agency of Sri Lanka

Invitation for Bids

An office premises to be taken on rent for Information and Communication Technology Agency of Sri Lanka

INVITATION FOR BIDS No: ICTA/GOSL/SER/OC/NCB/2017/04

Information and Communication Technology Agency of Sri Lanka (ICTA) that functions under the purview of Ministry of Telecommunication and Digital Infrastructure is presently located at Kirimandala Mawatha, Colombo 05 and it intends to relocate its office at a suitable, safe and convenient location to be taken on rent in Colombo city, specifically in Colombo 02/03/04/05/07/08 due to want of additional space to meet urgent requirements of expansion of project activities.

The expected office space effective floor area is approximately 30,000 square feet that should be in one building and should have all standard and required amenities with onsite parking facilities for Fifty (50) vehicles.

ICTA now invites sealed Bids from Building Owners/Lease Holders for providing office premises on rent.

A complete set of Bidding Documents in English Language may be purchased by interested Building Owners/Lease Holders on submission of a written application and upon payment of a non-refundable fee of Sri Lankan Rupees Thirty Five Thousand (LKR 35,000.00) effective from **October 27, 2017** during office hours on working days from the office of the ICTA at 160/24, 2nd floor, Kirimandala Mawatha, Colombo 05. The method of payment will be by cash. Bidding documents are also available on ICTA website (<https://www.icta.lk/procurement/>) only for inspection purposes.

Interested Building Owners/Lease Holders may obtain further information from Director-Procurement, ICTA, 160/24, 2nd Floor, Kirimandala Mawatha, Colombo 05. Telephone: 2369099, Facsimile: 2369091, email: [**procurement@icta.lk**](mailto:procurement@icta.lk)

Sealed Bids with all relevant details must be delivered to Director/Procurement, C/o. Chairperson, Information and Communication Technology Agency of Sri Lanka (ICTA), 160/24, 2nd Floor, Kirimandala Mawatha, Colombo 05 to be received at or before **1500 Hrs (3.00 P.M) on November 20, 2017**.

All Bids must be accompanied by Bid Securities in the form of a Bank Guarantee using the format given with the Bidding Documents or Bank Drafts in the amount of Sri Lankan Rupees One Million (LKR 1,000,000.00).

ICTA has the right to accept or reject any Bid without adducing any reasons and ICTA will not be responsible for any costs or any expenses incurred by the prospective Building Owners/Lease Holders in connection with the preparation or delivery of Bids.

Chairperson
Ministry Procurement Committee
Information and Communication Technology Agency of Sri Lanka (ICTA)
160/24, 2nd Floor, Kirimandala Mawatha, Colombo 05

October 27, 2017

Section I. Instructions to Bidders (ITB)

| A: General | |
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| 1. Scope of Bid | 1.1 The Employer named in the Bid Data Sheet (BDS) invites you to submit a Bid for providing office space on rent as specified in Section III Schedule of Requirements. |
| 2. Source of Funds | 2.1 The Employer intends to apply a portion of the funds provided by the Government of Sri Lanka (GoSL) to eligible payments under the contract for which these bidding documents are issued. |
| 3. Fraud and corruption | <p>3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines of Government of Sri Lanka:</p> <ul style="list-style-type: none"> ▪ Parties associated with Procurement Actions, namely, Service Providers/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. Service Providers/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. <p>3.2 The Employer requires that, as well as bidders, Service Providers, contractors, and consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,</p> <ol style="list-style-type: none"> (1) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; (2) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; (3) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, noncompetitive levels; and (4) “coercive practice” means harming or threatening to harm, directly or indirectly, |

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| | <p>persons or their property to influence their participation in the procurement process or affect the execution of a contract;</p> <p>3.3 If the Employer found any unethical practices as stipulated under Clause 3.2, the Employer will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.</p> |
| B: Contents of Documents | |
| 4. Contents of documents | <p>4.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none"> • Section I. Instructions to Bidders (ITB) • Section II. Bid Data Sheet • Section III. Schedule of Requirements • Section IV. Checklist of required documents • Section V. Bid submission Form, Price schedule, |
| C: Preparation of Bid | |
| 5. Documents Comprising your Bid | <p>5.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Bid Submission Form, the Price schedule (b) Compliance to the schedule of requirement (c) Checklist of required documents (d) Other documents as specified in this Invitation for Bid |
| 6. Bid Submission Form and Price Schedules | <p>6.1 The bidder shall submit the Bid Submission Form using the form furnished in Section V. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> <p>6.2 Each bidder shall submit only one Bid.</p> |
| 7. Prices and Discounts | <p>7.1 The price to be quoted in the Bid Submission Form shall be the total price of the Bid (including any discounts offered).</p> <p>7.2 Price offered shall include all sales and other taxes already paid or payable excluding VAT. VAT shall be indicated separately if applicable.</p> <p>7.3 Prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price shall be treated as non responsive and may be rejected.</p> |
| 8. Currency. | <p>8.1 The bidders shall quote only in Sri Lankan Rupees</p> |
| 9. Documents to Establish the Conformity | <p>9.1 The bidder shall furnish as part of its Bid the documentary evidence that the Office space offered conforms to the specifications and standards specified in Section III, "Schedule of requirement".</p> <p>9.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential requirements of the premises and available facilities.</p> |

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| 10. Period of Validity of Bid and Bid Security | <p>10.1 Bids shall remain valid for the period of One Hundred and Twenty (120) days after the Bid submission deadline date.</p> <p>10.2 All Bids must be accompanied by Bid Securities in the form of a Bank Guarantee using the format given with the Bidding Documents or Bank Draft in the amount as specified in the Bid Data Sheet which shall be valid 150 days after the Bid submission deadline date.</p> |
| 11. Format and Signing of Bid | 11.1 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the bidder. |
| D: Submission and Opening of Bid | |
| 12. Submission of Bid | <p>12.1 Bids addressed to the Employer should be submitted in sealed envelopes and must be delivered as specified. Envelopes containing the Bid should be clearly marked the specific identification of the contract number.</p> <p>12.2 If the Bid is not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.</p> |
| 13. Deadline for Submission of Bid | 13.1 Bid must be received by the Employer at the address set out in Section II, "Bid Data Sheet", and no later than the date and time as specified in the Data Sheet. |
| 14. Late Bid | 14.1 The Employer shall reject any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 13.1 above. |
| 15. Opening of Bids | <p>15.1 The Employer shall conduct the opening of Bid in public at the address, date and time specified in the Bid Data Sheet.</p> <p>15.2 Representative of the bidders may be present at the bid opening and mark its attendance.</p> |
| E: Evaluation and Comparison of Bid | |
| 16. Clarifications | <p>16.1 To assist in the examination, evaluation and comparison of the Bids, the Employer may, at its discretion, ask any bidder for a clarification of its Bid. Any clarification submitted by a bidder in respect to its Bid which is not in response to a request by the Employer shall not be considered.</p> <p>16.2 The Employer's request for clarification and the response shall be in writing.</p> <p>16.3 No change in the price or substance of the Bids shall be permitted except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of Bid.</p> |
| 17. Responsiveness of Bids | <p>17.1 The Employer will determine the responsiveness of the Bid to the documents based on the contents of the Bid received.</p> <p>17.2 If a Bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the Employer.</p> |

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| 18. Evaluation of Bid | <p>18.1 The Employer shall evaluate each Bid that has been determined, to be substantially responsive.</p> <p>18.2 To evaluate a Bid, the Employer may consider the following:</p> <ul style="list-style-type: none"> (a) The Price as quoted; (b) Price adjustment for correction of arithmetical errors in the following manner; <ul style="list-style-type: none"> i) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected; ii) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and iii) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above. <p>18.3 The Employer's evaluation of a Bid may require the consideration of other factors, in addition to the Price quoted if stated in Section II, Bid Data Sheet. These factors may be related to the characteristics, performance, and terms and conditions of purchase and bidder's qualifications.</p> |
| 20. Employer's Right to Accept any Bid, and to Reject any or all Bids | 20.1 The Employer reserves the right to accept or reject any Bid, and to annul the process and reject all Bids at any time prior to acceptance, without thereby incurring any liability to bidders. |
| F: Award of Contract | |
| 21. Acceptance of the Bid | <p>21.1 The Employer reserves the right and has the discretion to negotiate rates offered taking in to consideration of current market rates and the facilities offered.</p> <p>The Employer will accept the Bid of the bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the documents issued.</p> |

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| 22. Employer's right to vary quantities at times of award | 22.1 At the time the contract is awarded, the Employer reserves the right to increase or decrease the duration of service and related services originally specified in the schedule of requirement, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and Bidding Documents. |
| 23. Notification of acceptance | 23.1 Prior to the expiration of the period of validity of Bid, the Employer will notify the successful bidder, in writing, that its Bid has been accepted. |
| 24. Payment | Payment shall be made to the Service Provider as specified in BDS |

Section II: Bid Data Sheet

| ITB Clause Reference | |
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| 1.1 | <p>The Employer is : Information and Communication Technology Agency of Sri Lanka (ICTA)</p> <p>Address: 160/24, 2nd Floor, KirimandalaMawatha, Colombo 05 Attention : Director -Procurement Telephone : 2 369099 Fax : 2 369091 Email : procurement@icta.lk</p> <p>Name of the contract :An office premises to be taken on rent for Information and Communication Technology Agency of Sri Lanka</p> <p>Contract Number/IFB No: ICTA/GOSL/SER/OC/NCB/2017/04</p> <p><u>To consider for evaluation and qualify for contract award, bidders are required to quote for total requirement as specified in the Schedule of Requirement. Partial Bids and Bids shall be treated as non-responsive and rejected.</u></p> |
| 9.3 | <p>Documentary proofs to certify that the bidder is the owner/Lease Holder of offered properties is required to be submitted along with the Bid.</p> |
| 10.1 10.2 | <p>Bids shall be valid till 20th March, 2018.</p> <p>All Bids must be accompanied by Bid Securities in the form of a Bank Guarantee using the format given with the Bidding Documents or Bank Drafts in the amount of Sri Lankan Rupees One Million (LKR 1,000,000.00).</p> <p>Bid Security or the Bank draft shall be issued in favour of; Chairperson, Information and Communication Technology Agency of Sri Lanka, 160/24, 2nd Floor, Kirimandala Mawatha, Colombo 05.</p> <p>Bid Security/Bank Draft shall be valid till April 19, 2018.</p> |
| 13.1 | <p>Address for submission of Bids is :</p> <p>Director/Procurement, C/o, Chairperson , Information and Communication Technology Agency of Sri Lanka (ICTA), 160/24, 2nd Floor, Kirimandala Mawatha, Colombo 05</p> <p>Deadline for submission of Bids is : 1500 Hrs on November 20, 2017</p> <p>Envelope containing the Bid should be marked “An office premises to be taken on rent for Information and Communication Technology Agency of Sri Lanka - (ICTA/GOSL/SER/OC/NCB/2017/04)”</p> |

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| 15 | <p>The Bids shall be opened at the following address immediately after the deadline for submission of Bids.</p> <p>Information and Communication Technology Agency of Sri Lanka , 160/24, 2nd Floor, Kirimandala Mawatha, Colombo 05</p> |
| 18.3 | <p><u>Other factors that will be considered for evaluation are given below. Documentary evidence should be submitted to confirm these requirements.</u></p> <p>Bidder shall be either original Owners/Lease Holders of property. Bidder should submit evidence of their ownership/Lease Holder ship of the property or have the authority from the owner/lease holder.</p> <p>Property shall be visited by a committee to verify the details of the premises submitted with the bid.</p> <p>Bids shall meet all requirements specified in the Schedule of Requirements.</p> |
| 22 | <p>Employer reserves the right to increase the sq.ft requirement by 20% without any change in the unit price or other terms of the contract.</p> |
| 24 | <p>Rental shall be made on monthly basis.</p> |

Section III: Schedule of Requirements

1. BACKGROUND

Information and Communication Technology Agency of Sri Lanka (ICTA), a government owned company, is the apex agency for Information Technology in Sri Lanka, established by ICT Act No. 27 of 2003, which functions under the purview of Ministry of Telecommunication and Digital Infrastructure.

Office of the ICTA is currently located at a building in Colombo 05 having approximately 16,000 square feet with a staff strength of about 150. Due to expansion of projects scopes and new initiatives with implementation of larger projects, ICTA intends to increase staff strength and therefore there is an urgent requirement of obtaining sufficient office space for relocation. There are large number of visiting customers including government officials.

ICTA is in need of office space effective floor area of 30,000 square feet that should be in one building and should have all standard and required amenities with onsite parking facilities for Fifty (50) vehicles for a period of three (03) years with an flexible option for expansion and to renew for further duration of 12/24/36 months depending on the requirement at the discretion of the ICTA and with three months notice to the lessor prior to the end of initial contract period.

ICTA now invites sealed bids from **Owners/Lease Holders of properties** approved for Commercial/Institutional purposes for providing effective floor area of 30,000 square feet **unfurnished** office space, in Colombo city, specifically in Colombo 02/03/04/05/07/08 for relocating the office of Information and Communication Technology Agency of Sri Lanka.

2. REQUIREMENTS

Bidders are required to state their compliance to the requirements against each and every requirement listed below and provide the details.

| No | Requirements | If agreed and Details required |
|-----------|--|---------------------------------------|
| 1 | Office space offered should be in Colombo city, specifically in Colombo 02/03/04/05/07/08. | |
| 2 | Complete address of the location. Width of the access road to the location Brief description of the location. Name of the owner/Lease Holder : | |
| 3 | Single or multi-story building | |
| 4 | Total offered area (Floor wise) in square feet - 30,000 Sq.ft | |
| 5 | Space offered shall be new and should preferably be an open hall approved for Commercial/Institutional use in a single building. | |
| 6 | Evidence of appropriate approvals for commercial/ institutional use of the property must be submitted with Bid. | |
| 7 | In case, space offered is on multiple floors, it is preferable to have on continuous floors with the provision for dedicated entry for movement between the floors. | |
| 8 | If the accommodation offered is in a multi-story building, availability of lifts and carrying capacities of each lift. | |
| 9 | Evidence of appropriate approvals for commercial/ institutional use of the property must be submitted with Bid (including Approved plan and COC certificate). | |
| 10 | Adequate space shall be available for onsite parking facilities for Fifty (50) vehicles. | |
| 11 | The offered property should have 24 hours three Phase electricity supply for each floor. A separate electric meter/s(commercial) should be installed exclusively for the use of the ICTA. | |
| 12 | Should have 24 hours running water supply for both drinking and utility facilities. Water storage facility of minimum 20,000 liters should be available. A separate water meter/s(commercial) should be installed exclusively for the use of the ICTA. | |

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| 13 | There should be enough arrangement for public utilities (wash rooms, Toilets, etc) for staff and visitors (men and women separately). | |
| 14 | The Property offered should be well connected by public transport at a reasonable distance and should be easily accessible. | |
| 15 | The property offered should have adequate fire insurance cover and fire safety and security measures installed as per the standard requirements (CMC approval/certification). Also the emergency exits, corridors, staircases etc. should be sufficiently wide. | |
| 16 | The space offered should be free from any liability and litigation with respect to its ownership, lease/renting and there should be no pending payments against the same. | |
| 17 | Possession of the accommodation will be handed over to ICTA within 15 days from the award of the contract and rent shall be effective from the date of taking over the possession. | |
| 18 | Clearances/No Objection Certificates from all relevant Government, Provincial and Municipal authorities including Fire Department for use as office premises conforming to the municipality Rules/By-laws along with the documents in support of ownership of Building/Land and construction thereon must be submitted with the Bid. Also, copies of approved plan of the accommodation offered should be submitted along with the Bid. | |
| 19 | The bids shall be submitted only by original Owners/Lease Holders of properties. ICTA will not pay any Brokerage fee for the offered property. | |
| 20 | The office space offered shall have Power Back-up of minimum 350KW with automatic power changeover. | |
| 21 | If agrees to increase electricity load in case ICTA requires | |
| 22 | The property tax levied by Local Govt. and Central Govt. are to be borne by the Owner of the property. | |
| 23 | Any other salient aspect of the building, which the owner may like to mention. | |
| 24 | Should agree to enter in to an agreement.(Draft of the Lease Agreement is enclosed with the Bidding Document) | |
| 25 | Centralized Air conditioning facility should be available. Details of Air Conditioning facility shall be specified. | |
| 26 | Building should have lightning protection system. | |
| 27 | Should have designated paths for power and network cabling. | |

Section IV

Checklist of Required Documents

Completed Checklist of required documents table shall be submitted with the bid. This table may be expand (if necessary). The purpose of the table is to provide the summary checklist of items that must be included in the Bid.. The table also provides a summary page reference scheme to ease and speed the Employer’s Bid evaluation process.

| | Document Number and Information Required | Check Yes/No | Page No. |
|----|---|---------------------|-----------------|
| 1. | Cover letter to the bid | | |
| 2. | Checklist of required documents | | |
| 3 | Bid Submission Form | | |
| 4 | Price Schedule | | |
| 5 | Compliance to the schedule of requirement | | |
| 6 | Bid Security/Bank Draft | | |
| 7 | The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential requirements of the premises and available facilities. | | |
| 8 | Bids addressed to the Employer should be submitted in sealed envelopes clearly marked the specific identification of the contract number. | | |
| 9 | Documentary proofs to certify that the bidder is the owner/Lease Holder of offered properties is required to be submitted along with the Bid. | | |
| 10 | Documentary evidence to show ownership/Lease Holder ship of property or the authority from the owner/lease holder. | | |
| 11 | Evidence of appropriate approvals for commercial/ institutional use of the property must be submitted with Bid. | | |
| 12 | Clearances/No Objection Certificates from all relevant Government, provincial and Municipal authorities including Fire Department for use as office premises conforming to the municipality Rules/By-laws along with the documents in support of ownership of Building/Land and construction thereon must be submitted with the Bid. Also, copies of approved plan of the accommodation offered should be submitted along with the Bid. | | |

Bidders are required to read and fully understand all the sections and contents of the Bidding Document and it is mandatory to submit above listed documents. Further, any other documentation that is requested for in the Bidding Document, whether or not it is listed in the table above, are required to be submitted with the Bid. It is the responsibility of the Bidders to ensure that the proposals/Bids submitted by them fully address the requirements stated in all the sections of the Bidding Document.

Section V

Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions will accepted.]

Date:

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the bidding document issued;
- (b) We offer to supply in conformity with the documents issued and in accordance with requirements specified in the Schedule of Requirements.
- (c) The monthly rental of our Bid including any discounts offered is given in Price Schedule.
- (d) Our Bid shall be valid for the period of time specified in ITB Clause Reference 10.1, from the date fixed for the Bid submission deadline in accordance with Bid Data Sheet (ITB Clause Reference 13.1), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name :

Signature of authorized officer of the Owners/Lease Holders:.....

Name of authorized officer of the Owners/Lease Holders:.....

Address:.....

Contact details: Tel, email

Date:

Price Schedule

| No. | Description | Number of square feet | All inclusive Monthly Rate quoted per square feet/LKR Excluding VAT | All inclusive Monthly Total for 30,000 Sq Ft price /LKR Excluding VAT |
|-----|--|-----------------------|---|---|
| 1 | Office space with all requirements specified in the Bidding Document | 30,000 | | |

VAT percentage (%), if applicable:.....

Percentage (%) of yearly revision of rent after the initial contact period of three years.
.....%

Signature of authorized officer
of the Owners/Lease Holders:.....

Name of authorized officer of the Owners/Lease Holders:.....

Address:.....

Contact details: Tel, email

Date:

Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Security (Bank Guarantee) Form in accordance with the instructions indicated.]

Beneficiary: _____

Date: _____

BID SECURITY (BANK GUARANTEE) No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Security (Bank Guarantee).

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, 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 by _____ (date Month year).

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.....

[signature(s)]