THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF PLANTATION & COMMUNITY INFRASTRUCTURE

RUBBER RESEARCH INSTITUTE OF SRI LANKA

STANDARD BIDDING DOCUMENT

Procurement of Non-Consultant Services

Multispectral Drone Image Capturing Over 50 ha of Mature Rubber Plantations

RRISL/PRO/Soil/R&D /2026/76

MINISTRY OF PLANTATION AND COMMUNITY INFRASTRUCTURE

RUBBER RESEARCH INSTITUTE OF SRI LANKA

Invitation for Bids

Multispectral Drone Image Capturing Over 50 ha of Mature Rubber Plantations

1. The Chairman DPC on behalf of the *Rubber Research Institute of Sri Lanka* now invites sealed bids from eligible and qualified bidders for Multispectral Drone Image Capturing Over 50 ha of Mature Rubber Plantations

2. Interested eligible bidders may obtain further information from Mr. Sangeeth Liyanaarachchi, Mob. +94 77 2642469, Off. +94 342247426/48458, e-mail. <sangeethliyanaarachchi@gmail.com>.

3. Sealed Bids furnishing the information required in the attached Standard Bidding Document by filling the all empty cages should be sent to reach the Chairman, Department Procurement Committee, Rubber Research Institute of Sri Lanka, Dartonfield, Agalawatta under registered cover or should be placed into the box available in the Dartonfiled Account Department, Agalawatte. Otherwise they will be rejected.

4. The envelope containing the Bid should bear the words "Drone Image Capturing Over 50 ha of Mature Rubber Plantations" in its top left corner. Bids close at 2.00 pm. On 02.11.2026 (Monday) and they will be opened immediately after the closing time on the same day at Dartonfield, Agalawatte. The decision of the Procurement Committee will be final and definite. Bidders or their authorized representatives will be permitted to be present at the time of opening of bids.

Chairman, Department Procurement Committee (Minor)
Rubber Research Institute of Sri Lanka
Dartonfield, Agalawatte 12200
Sri Lanka
23.10.2026

Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Employer, as defined in the Bidding Data, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the Bidding Data.

1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the Bidding Data.

2. Qualification and Experience of the Bidde r

2.1 All bidders shall provide in Section III, Forms of Bid and Qualification and Experience Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

2.2 If stated in the Bidding Data, all bidders shall include the following information and documents with their bids in Section III:

(a) Experience in similar assignments;

(b) Work plan and methodology;

(c) Qualifications of key staff;

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3. Cost of Bidding

3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

4. Site Visit

7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

5. Content of Bidding Documents

5.1 The set of bidding documents comprises the documents listed below:

Volume 1

Section I.	Instructions to Bidders
Section IV	Conditions of Contract
Section VII	Forms of Securities

Volume 1I
Invitation for Bid

Section II	Bidding Data
Section III	Forms of Bid and Qualification Information
Section V	Contract Data
Section VI	Employer's Requirements
Section VII	Activity Schedule

6. Clarification of Bidding Documents

a. A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to bid.

C. Preparation of Bids

7. Language of Bid

7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English Language.

8. Documents Comprising the Bid

Each bidding document submitted by the bidder shall comprise the following components.

(i) Volume 1 of the Bidding Document
(ii) Bid security if requested;
(iii) Duly filled 'A' Schedules, "Qualification and Experience Information";
(iv) Other information listed in Bidding Data; and
(v) Duly filled and signed Price Bid Submission Form;
(vi) Duly filled Activity Schedules
(vii) Any other information, bidder may wish to include

9. Bid Prices

9.1 The Contract shall be for the Services, as described in the Employer's Requirements, Section VI, based on the priced Activity Schedule submitted by the Bidder.

9.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Employer's Requirements, Section VI and listed in the Activity Schedule, Section VIII. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

9.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder. However VAT shall be included separately.

10. Currency of Bid and Payment

10.1 The lump sum price shall be quoted by the Bidder shall be in Sri Lanka Rupees.

11. Bid Validity

11.1 Bids shall remain valid for the period specified in the Bidding Data.

11.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security (if submitted). A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security (if submitted) for the period of the extension, and in compliance with Clause 12 in all respects.

12. Bid Security

12.1 If indicated in the Bidding Data, the Bidder shall furnish, as part of the Bid, a Bid Security, in the amount specified in the Bidding Data and valid till the date specified in the Bidding Data.

12.2 If a Bid Security is requested under sub-clause 12.1 above, any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.

12.3 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 12.1.

12.4 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security (if required).

12.5 The Bid Security may be forfeited:

(a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
(b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 22; or
(c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:

(i) sign the Contract; or
(ii) furnish the required Performance Security (if required).

13. Format and Signing of Bid

13.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 8 of these Instructions to Bidders.

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

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

D. Submission of Bids

14. Sealing and Marking of Bids

14.1 The outer envelope prepared in accordance with sub-clause 8.4 shall:

(a) be addressed to the Employer at the address provided in the Bidding Data;

(b) bear the name and identification number of the Contract as defined in the Bidding Data and

(c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.

14.2 In addition to the identification required in Sub-Clause 14.2, the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.

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

15. Deadline for Submission of Bids

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

15.2 Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Parties previously subject to the original deadline will then be subject to the new deadline.

16. Late Bids

16.1 Any Bid received by the Employer after the deadline prescribed in Clause 15 will be returned unopened to the Bidder.

E. Bid Opening and Evaluation

17. Bid Opening

17.1 The Employer will open the envelope marked, 'Envelope 1 – Qualification and Experience', in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the Invitation to Bid. The Bidders' representatives who are present shall confirm their attendance by signing the attendance sheet.

17.2 The Bidders' names, the presence (or absence) of Bid security, the presence (or absence) of the Financial Bid and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

17.2 The envelopes marked 'Envelope 2 – Financial Bid' will be opened after the completing the evaluation of envelope marked 'Envelope 1 – Quality and Experience', in the manner described in Sub-Clause 21.2.

18. Clarification of Bids

18.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, request any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 22.

19. Examination of Bids and Determination of Responsiveness

19.1 Prior to the detailed evaluation of bids, using the information provided in Envelope 1, the Employer will determine whether each Bid (a) is accompanied by the required securities (if requested); and (bc) is substantially responsive to the requirements of the bidding documents.

19.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and Employer's Requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or

the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

19.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

20 Evaluation of Qualification and Experience

20.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 19.

20.2 A two-stage procedure will be adopted in detailed evaluation of substantial responsive Bids. The evaluation of qualifications and experience will be completed prior to any financial bid being opened. The Employer evaluates the Envelope 1 – Qualification and Experience on the basis of their responsiveness to the Employer's Requirements, applying the evaluation criteria, and point system specified in Sub-Clause 20.3.

20.3 During the evaluation of Envelope 1 for qualification and experience, the Employer will determine whether the Bidders are qualified and whether work plan and methodology are substantially responsive to the requirements set forth in the Bidding Document. In order to reach such a determination, the Employer will examine the information supplied by the Bidders, and other requirements in the Bidding Document, taking into account the factors and point system outlined in the Bidding Data.:

20.4 Each substantial responsive bid will be given a score as described under sub-clause 20.3. A Bid shall be rejected at this stage if it does not respond to important aspects of the Employer's Requirements or if it fails to achieve an overall minimum of 70 points together with the minimum given against each criterion.

21 Evaluation of Financial Bid

21.1 After the evaluation of Envelope 1 is completed, the Employer shall notify those Bidders whose qualification and experience did not meet the minimum qualifying marks or were considered nonresponsive to the Employer's Requirements, indicating that their envelope marked 'Envelope 2 – Financial Bid' will be returned unopened after completing the selection process. The Employer shall simultaneously notify the Bidders that have secured the minimum qualifying marks, indicating the date and time set for opening the envelope marked 'Envelope 2 - Financial Bid'. The notification may be sent by registered letter, or facsimile,.

21.2 The Envelope 2 shall be opened publicly in the presence of the Bidders'' representatives who choose to attend. The name of the bidder, the Bid prices together with any discounts offered shall be read aloud and recorded when the envelopes marked 'Envelope 2 – Financial Bid' are opened

21.3 Before evaluating the Financial Bid, the Employer will determine whether the Bid is signed properly. If the Bid is not signed properly it will be rejected at this stage.

21.4 In evaluating the Financial Bid, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows:

a) excluding Provisional Sums and the provision, if any;
b) correcting the arithmetical errors in-pursuant to Clause 22.
c) making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers.
d) applying any discounts offered by the Bidder.

21.5 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be taken into account in Bid evaluation.

22. Correction of Errors

22.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

22.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 12.5.

F. Award of Contract

23. Award Criteria

23.1 Subject to Clause 24, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price.

24. Employer's Right to Accept any Bid and to Reject any or all Bids

24.1 Notwithstanding Clause 23, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

25. Notification of Award and Signing of Agreement

25.1 The Bidder whose Bid has been accepted will be notified in writing, of the award by the Employer prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Service Provider in consideration of the Services provided by the Service provider

as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

25.2 The notification of award will constitute the formation of the Contract.

25.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder.

26. Performance Security

26.1 If requested in the Bidding Data, within 14 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) stipulated in the Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

27. Advance Payment and Security

27.1 The Employer will provide an Advance Payment not exceeding 20% of the Contract Price subject to the Service Provider submitting a guarantee acceptable to the Employer.

Section II - Bidding Data

This section should be filled out by the Employer before issuance of the bidding documents
The insertions should correspond to the information provided in the Invitation for Bids

Instructions to Bidders Clause Reference

(1.1) The Employer is ***Director, Rubber Research Institute of Sri Lanka***

The name and identification number of the Contract is **Multispectral Drone Image Capturing Over 50 ha of Mature Rubber Plantations** ***[***RRISL/PRO/Soil/R&D/2026/76***].***

(1.2) The Intended Completion date is *[insert the same date included in 2.3 of the Contract Data]*

(2.2) The information required from bidders in Sub-Clause 2.2 is:

(i) list from 'a' , 'b', and 'c' as relevant
(ii) *list any additions to the list in Sub-Clause 2.2; otherwise list "none"].*

(8.4) The address for submission of Bids is:
Chairman,
Department Procurement Committee (Minior)
Rubber Research Institute of Sri Lanka
Dartonfield,
Agalawatta.

(11.1) The period of Bid validity shall be *60 days.*

(12.1)[1] The amount of Bid Security shall be *Rs*

The Bid Security shall be valid until *91 days from the date of bid opening*

(14.2) The Employer's address for the purpose of Bid submission is Chairman, Department Procurement Committee (Minior), Rubber research Institute of Sri Lanka, Dartonfield, Agalawatta.

For identification of the bid the envelopes should indicate:
Contract: **Multispectral Drone Image Capturing Over 50 ha of Mature Rubber Plantations**
Bid / Contract Number: RRISL/PRO/Soil/R&D/2026/76**.**

(15.1) The deadline for submission of bids shall be at or before 2.30 PM on 02.11.2026.

(17.1) Bids will be opened at 2.30 PM of the day on 02.11.2026 at the Accounts Department, Rubber Research Institute of Sri Lanka, Dartonfield, Agalawatte.

(20.3) Criteria for Evaluation of Qualification and Experience[2]:

Criteria	Description	Maximum Points[3]
a. Experience in similar assignments	**General Experience:** Number of years the firm has operated in commercial drone mapping and aerial surveying (minimum 3 years required). • **Specific Experience:** Proven track record in executing agricultural or forestry drone mapping projects (experience in perennial crops like rubber, oil palm, or tea is highly valued). • **Scale Experience:** Demonstrated capability in successfully mapping and processing contiguous project areas of **50 hectares or larger**. • **Client Reference:** Submission of at least 3 completion certificates or reference letters from previous corporate, government, or institutional clients for similar remote sensing contracts.	40
b. Work plan and Methodology	• **Flight Planning & Operations:** Feasibility and detail of the proposed flight lines, safety protocols, and strategy for securing civil aviation (CAASL/Defense) clearances. • **Technical Approach:** Quality and calibration methodology of the multispectral sensors, choice of Ground Control Points (GCPs) setup, and methods to achieve the requested **5 cm/pixel GSD spatial accuracy**. • **Data Processing & Analytics:** Detailed workflow for generating radiometrically corrected orthomosaics, NDVI/NDRE vegetation indices, and terrain models (DSM/DTM). • **Implementation Schedule:** A realistic and detailed timeline (Gantt chart) demonstrating how all field activities and data processing will be completed within the **4-week deadline**.	30
c. Key Staff	• Team Leader / Project Manager: Minimum Bachelor's degree in Geoinformatics, Surveying, or Forestry with 5+ years of experience managing aerial survey projects.• Lead Drone Pilot: Certified and licensed commercial drone operator under local regulations with a clean safety record and extensive flight hours.• GIS & Remote Sensing Specialist: Technical expert proficient in photogrammetry software (e.g., Pix4D, Agisoft) and agricultural data analysis, responsible for generating and validating the vegetative health indices.	30

(26.0)[5] The Performance Security acceptable to the Employer shall be an unconditional form of guarantee to an amount equal to 5% of the Contract Price.

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[2] *Select as appropriate for the proposed Service with reference to Point System provided as an Appendix to Bidding Data*

[3] If not selected type "not used" against the criteria

[4] If not selected type "not used" against the criteria

[5] *Delete this clause if the Performance Security is not required*

Section III. Forms of Bid, Qualification Information, Letter of Acceptance, and Contract

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Form of Bid

[date]

To: *[name and address of Employer]*

Having examined the bidding documents, we offer to provide the Services *[name and identification number of Contract]* in accordance with the Conditions of Contract, Employer's Requirements, drawings and activity schedule accompanying this Bid for the Contract Price of *[amount in numbers]*, *[amount in words]* or any other sum derived in accordance with the said documents.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity required by the bidding documents and specified in the Bidding Data.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Qualification Information[6]

Notes on Form of Qualification Information
The information to be filled in by bidders in the following pages will be used for purposes of bid evaluation as described in the Instructions to Bidders. Attach additional pages as necessary.

Schedule A –Experience in Similar Assignments last three years *(enclosed in envelope marked, " Envelope 1 – Qualification and Experience Information)*				
Period	Employer	Description of Works	Amount	Contractor's Responsibility (%)
		Total		

[6] Include only the relevant Form as selected under clause 20.3 of Bidding Data

Schedule B – Work Plan and Methodology

[If requested under ITB clause 20.3 only)

(enclosed in envelope marked, "Envelope 1 – Qualification and Experience Information)

Sheet 1 of ….

Should response to all the requirements given in the Employer's Requirements,

Schedule C – Key Staff [If requested under ITB clause 20.3 only] *(enclosed in envelope marked, " Envelope 1 – Qualification and Experience Information)*		
Name	Position	Task

Schedule D –Equipment Proposed [If requested under ITB clause 20.3 only] *(enclosed in envelope marked, " Envelope 1 – Qualification and Experience Information)*		
Type	Capacity	Number

Schedule E – Client's Reference [If requested under ITB clause 20.3 only] *(enclosed in envelope marked, " Envelope 1 – Qualification and Experience Information)*
ATTACH THE CERTIFICATES GIVEN BY THE CLIENT'S, MAKING REFERENCES ON THE SERVICES EXECUTED BY BIDDER

Schedule F1 – Annual Turn-over Information (Last five years) [If requested under ITB clause 20.3 only] *(enclosed in envelope marked, " Envelope 1 – Preliminary Information)*		
Year	Turn-over	Remarks
1		Attach audited reports
2		
3		
4		
5		

Letter of Acceptance

[letterhead paper of the Employer]

Notes on Standard Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 25 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed..

[date]

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for providing services *[name of the Contract and identification number]* for the Contract Price of *[amount in numbers and words]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the "Employer") and, on the other hand, *[name of Service Provider]* (hereinafter called the "Service Provider").

WHEREAS

(a) the Employer has requested the Service Provider to provide certain Services as defined in the Conditions of Contract and Contract Data attached to this Contract (hereinafter called the "Services");

(b) the Service Provider, having represented to the Employer that they have the required skills, and personnel and resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of .....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The Conditions of Contract;
   (b) The Contract Data;
   (c) The Form of Bid
   (d) The Priced Activity Schedule
   (e) The Employer's Requirements
   (f) The following Appendices: [*Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix*.]
   Appendix A: Description of the Services
   Appendix B: Schedule of Payments
   Appendix C: Key Personnel
   Appendix D: Breakdown of Contract Price
   Appendix E: Services and Facilities Provided by the Employer

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
   (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
   (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

_____

[Authorized Representative]
For and on behalf of *[name of Service Provider]*

_____

[Authorized Representative]

Section IV. Conditions of Contract

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;

(d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer

(c) "Contract" means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "Employer" means the party who employs the Service Provider

(f) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;

(g) "Personnel" means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;

(h) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;

(i) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Employer

(j) "Employer's Requirements" means the Employer's Requirements of the service included in the bidding document submitted by the Service Provider to the Employer

(k) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Employer's Requirements and Schedule of Activities included in the Service Provider's Bid.

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1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Socialist Democratic Republic of Sri Lanka.

1.3 Language	This Contract has been executed in English Language
1.4 Notices	Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address specified in the Contract Data.
1.5 Location	The Services shall be performed at such locations as are specified in Appendix A, in the Employer's Requirements and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.
1.6 Authorized Representative s	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the Contract Data.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by either parties or such other later date as may be stated in the Contract Data.
2.2 Starting Date	The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date as may be specified in the Contract Data.
2.3 Intended Completion Date	Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the Contract Data. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Cla use 3.8. In this case, the Completion Date will be the date of completion of all activities.
2.5 Force Majeure	
2.5.1 Definition	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
2.5.2 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time — Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments — During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer — The Employer may terminate this Contract, by not less than thirty (14) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.6.1 and sixty (28) days' in the case of the event referred to in (f):

(a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;

(b) if the Service Provider become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;

(e) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the Contract Data.;

(f) if the Employer, in its sole discretion, decides to terminate this Contract.

2.6.2 By the Service Provide r — The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-two (42) days after receiving written notice from the Service Provider that such payment is overdue; or

(b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than fifty six (56) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Service Provider

3.1 General

The Service Providers shall perform the Services in accordance with the Employer's Requirements and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.3 Confidentiality

The Service Providers, their Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.5 Service Providers' Actions Requiring Employer's Prior Approval

The Service Providers shall obtain the Employer's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),

(c) changing the Program of activities; and

(d) any other action that may be specified in the Contract Data.

3.6 Reporting Obligations

The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Providers to Be the Property of the Employe r

All plans, drawings, Employer's Requirements, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Employer, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract Data.

3.8 Liquidate d Damages

3.8.1 Payments of Liquidate d Damages

The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Ove r-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Clause 6.5

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Re placement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a

criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

5.1 Assistance and Exemptions — The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.

5.2 Change in the Applicable Law — If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities — The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration — The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3 .

6.2 Contract Price — The Contract Price is set forth in the Contract Data.

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D.

6.4 Terms and Conditions of Payment — Payments will be made to the Service Provider and according to the payment schedule stated in the Contract Data. Unless otherwise stated in, the Contract Data, first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the Contract Data. Any other payment shall be made after

the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments

If the Employer has delayed payments beyond fifteen (28) days after the due date stated in the Contract Data, interest shall be paid to the Service Provider for each day of delay at the rate stated in the Contract Data.

7. Quality Control

7.1 Identifying Defects

The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities.

7.2 Correction of Defects, and Lack of Performance Penalty

(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

(b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.

(c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 Any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, which was no settled amicably in as with sub clause 8.2.1 above, shall be finally settled by arbitration in accordance with Arbitration Act No 11 of 1995.

8.2.2 The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under sub clause 8.2.3.

8.2.3 The Party desiring arbitration shall nominate three arbitrators out of which one to be selected by the other Party within 21 Days of the receipt of such nomination. If the other Party does not select one to serve as Arbitrator within the stipulated period, then the Arbitrator shall be appointed in accordance with Arbitration Act No 11 of 1995, or any other amendments thereof.

Section V. Contract Data

Clauses in brackets are optional; all notes should be deleted in final text.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(e)	The contract name is *[name of Contract]*.
1.1(h)	The Employer is *[insert name]*
1.1(m)	The Member in Charge is *[name of Member Leader of the Joint Venture]*.]
1.1(p)	The Service Provider is *[insert name]*
1.4	The addresses are: Employer: _____ Attention: _____ Telex: _____ Facsimile: _____ Service Provider: _____ Attention: _____ Telex: _____ Facsimile: _____
1.6	The Authorized Representatives are: For the Employer: _____ For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is *[date]*. *[Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as approval of the Contract by the Bank, effectiveness of Bank Loan/IDA Credit, receipt by Service Provider of advance payment and by Employer of bank guarantee (see Clause 6.4), etc.]*
2.2.1	The Starting Date for the commencement of Services is *[date]*.]
2.3	The Intended Completion Date is *[date]*.
3.5(d)	*[Note: Delete where not applicable].* The other actions are _____.]
3.8	The liquidated damages rate is *[insert percentage of Contract price. Usually liquidated*

damages are set between 0.05 percent and 0.10 percent per day] per day

The maximum amount of liquidated damages for the whole contract is *[insert percentage of Contract price. Usually the total amount is not to exceed between 5 percent to 10 percent of the Contract Price]* percent of the final Contract Price.

The percentage [of the cost of having a Defect corrected] to be used for the calculation of Lack of performance Penalty/(ies) is *[insert percentage]*

The Defects Liability Period is *[insert definition of /end date]*.

5.1 *[Note: List here any assistance or exemptions that the Employer may provide under Clause 5.1. If there is no such assistance or exemptions, state "not applicable]."*

6.2(a) The amount is *[insert amount]*.

6.4 Payments shall be made according to the following schedule:

[Note: (a) the following installments are indicative only; (b) "commencement date" may be replaced with "date of effectiveness;" and (c) if applicable, detail further the nature of the report evidencing performance, as may be required] .

- Advance for Mobilization, Materials and Supplies: _____ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.

- Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators:

➢ _____(indicate milestone and/or percentage)_____
➢ _____(indicate milestone and/or percentage)_____and
➢ _____(indicate milestone and/or percentage)_____

Should the certification not be provided, or refused in writing by the employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.

- The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%.
- The bank guarantee shall be released when the total payments reach fifty (75%) percent of the lump-sum amount.

[Note: This sample clause should be specifically drafted for each contract].

6.5 Payment shall be made within *[28]* days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within *[56]* days in the case of the final payment.

The interest rate is *[rate]*.

Appendices

Appendix A—Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.

1. Background

The objective of this assignment is to acquire high-resolution multispectral aerial imagery over 50 hectares of mature rubber plantations. The data collected will be utilized to assess tree health, detect canopy stress, optimize fertilizer application, and manage potential disease outbreaks (Leaf diseases).

2. Objective of the Services

To engage a qualified Service Provider to undertake high-resolution multispectral drone image capturing, data processing, and photogrammetric outputs to deliver actionable vegetative indices and Ortho mosaics of the designated 50-ha mature rubber plantation.

3. Scope of Work

The Service Provider shall perform the following tasks:

- **Flight Planning and Permissions:** Secure all necessary regulatory approvals, defense clearances, and civil aviation permissions required to operate commercial drones over the specified plantation area.
- **Ground Control Points (GCPs):** Establish a sufficient number of Ground Control Points using high-precision RTK/PPG GPS systems to ensure absolute spatial accuracy of the Ortho mosaics.
- **Data Acquisition:** Conduct drone flights using a calibrated multispectral sensor capable of capturing at least five discrete bands (Eg: Blue, Green, Red, Red Edge, and Near-Infrared).
- **Flight Parameters:** Ensure a minimum forward overlap of 80% and side overlap of 75% at a flight altitude yielding a Ground Sampling Distance (GSD) of 5 cm/pixel or better for optical data and 10 cm/pixel or better for multispectral data.
- **Data Processing:** Radiometrically calibrate the imagery using pre- and post-flight calibration panel measurements. Process the raw images into georeferenced Ortho mosaics, digital surface models, and specific vegetation indices.

5. Timeline and Schedule of Deliverables

The entire assignment must be completed within 4 weeks from the date of contract signing.

- **Deliverable 1:** Flight plan approval and GCP establishment report (End of Week 1)
- **Deliverable 2:** Completion of field data acquisition (End of Week 2)
- **Deliverable 3:** Submission of processed Ortho mosaics, indices, and draft report (End of Week 3)
- **Deliverable 4:** Final approved report and all digital datasets (End of Week 4)

6. Key Qualifications and Expert Requirements

The service provider must meet the following minimum qualifications:

- Demonstrated experience in commercial or research drone mapping, preferably in agricultural or forestry sectors.
- Possession of valid commercial drone pilot licenses and registered equipment compliant with local civil aviation regulations.
- The project team must include at least one GIS/Remote Sensing specialist with experience interpreting agricultural indices.
- Must own or lease industry-standard multispectral sensors (e.g., MicaSense, DJI P4 Multispectral, or equivalent).

7. Payment Terms

Payments will be released upon satisfactory review and formal acceptance of deliverables by the management:

- 20% upon approval of the mobilization and flight plan report.
- 40% upon successful completion of field data capture.
- 40% upon delivery and formal sign-off of all final datasets and reports.

Appendix C—Key Personnel

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel to be assigned to, and staff-months for each.

Appendix D—Services and Facilities Provided by the Employer

Section VI. Employer's Requirements and Drawings

(Describe Outputs and Performances, rather than Inputs, wherever possible)

A set of precise and clear Employer's Requirements is a prerequisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. In the competitive bidding, the Employer's Requirements must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of Services to be procured.

Samples of Employer's Requirements from previous similar assignments are useful in this respect. There is no standard set of Employer's Requirements for universal application.

Care must be taken in drafting Employer's Requirements to ensure that they are not restrictive.

These Notes for Preparing Employer's Requirements are intended only as inform ation for the Employer or the person drafting the bidding documents. They should not be included in the final documents.

Section VII. Activity Schedule

Notes on the Activity Schedule

Obje ctives

The objectives of the Activity Schedule are

(a) to provide sufficient information on the quantities and nature of Services to be performed to enable bids to be prepared efficiently and accurately; and

(b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

These Notes for Preparing an Activity Schedule are intended only as information for the Employer or the person drafting the bidding documents. They should not be included in the final documents.

3. Technical Specifications and Deliverables

Item No	Description/Item	Specification	Bidder's Response (Yes / No)	If "No" comment/s on the offer or / and "Quoted Specifications"
Item No	**Description/Item**	**Specification**		
1	**Target Area & Location**	50 hectares (ha) of mature rubber plantation		
2	**Timeline of Survey**	Data acquisition must be completed within November to December (1 months) 2026.		
3	**Flight Altitude**	50m – 60m above from the ground (20 – 50 m above from the canopies) or best possible altitude from the canopies should be taken		
4	**Sensor Type**	Professional-grade Multispectral Camera with an integrated sunshine/downwelling light sensor for radiometric calibration.		
5	**Spectral Bands**	Green, Red, Red-Edge, and NIR multispectral bands		
6	**Spatial Resolution**	Ground Sampling Distance (GSD) must be less than 5 cm/pixel at the designated canopy-level altitude.		
7	**Image Overlap**	Minimum 80% Frontal (Forward) overlap and 75% Side overlap to ensure accurate Ortho-mosaic reconstruction over dense canopy.		
8	**Positioning Accuracy**	RTK/PPK enabled GPS system on the drone to ensure sub-decimeter georeferencing accuracy without disrupting the canopy.		
9	**Regulatory Approvals & Permits**	The bidder is fully responsible for obtaining all necessary flight clearances and permits from the Ministry of Defense (MOD), Civil Aviation Authority (CAA), and any other relevant local authorities prior to the deployment.		
11	**Insurance Requirements**	The bidder must provide proof of a valid Third-Party Liability Insurance covering drone operations, effective for the entire duration of the project, to cover any potential damages.		
12	**Weather Contingencies & Re-flights**	Flights must be conducted during clear, sunny days (typically 10:00 AM to 2:00 PM) with low wind speeds (< 5 m/s) and no rain. If cloud cover or sudden weather changes cause bad lighting (shadows) or poor data quality, the bidder must perform re-flights at their own cost to ensure data consistency.		
13	**Required Deliverables (Raw)**	1. Raw image frames in uncompressed format (e.g., JEPEG) with full metadata (EXIF/XMP geotags).		
14	**Required Deliverables (Processed)**	1. Orthorectified Multispectral Ortho mosaic Map. 2. Vegetation Index Maps generated in Geo TIFF format: NDVI, NDRE, OSAVI, and SWSI (or equivalent canopy moisture index).		
15	**Data Format & Delivery**	All final processed layers must be delivered in Geo TIFF (.tif) format, projected in the local coordinate system, alongside a comprehensive flight/processing report.		
16	**Transport**	Please specify		

Price Schedule: Drone Multispectral Mapping Services

Item No	Description of Service	Unit	Qty	Unit Rate (LKR)	Total Price (LKR)
Subtotal					
VAT (18%)					
Total Bid Price					

Section VIII. Security Forms

Annex A Form: Bid Security (Bank Guarantee)

Whereas, *[name of Bidder]* (hereinafter called "the Bidder") has submitted his Bid dated *[date]* for providing Services for *[name of Contract]* (hereinafter called "the Bid").

Know all people by these presents that We *[name of Agency]* having our registered office at *[address]* (hereinafter called "the Bank") are bound unto name of Employer] (hereinafter called "the Employer") in the sum of *[The Bidder should insert the amount of the Guarantee in words and figures]* for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this *[day]* day of *[month]*, *[year]*.

The conditions of this obligation are:

(1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or

(2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or

(c) does not accept the correction of the Bid Price pursuant to Clause 22,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer's having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date [*Usually 28 days after the end of the validity period of the Bid.*] days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

_____

[signature, name, and address]

Annex B Form: Performance Bank Guarantee (Unconditional)

To: *[name and address of Employer]*

Whereas *[name and address of Service Provider]* (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Services]* (hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of *[amount of Guarantee] [amount in words]*, such sum being payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____
Address _____
Date _____

Annex C Form: Bank Guarantee for Advance Payment

To: *[name and address of Employer]*

[name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 51 ("Advance Payment") of the above-mentioned Contract, *[name and address of Service Provider]* (hereinafter called "the Service Provider") shall deposit with *[name of Employer]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee] [amount in words]*

We, the *[Bank or Financial Institution]*, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding *[amount of Guarantee] [amount in words]*

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between *[name of Employer]* and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of Employer]* receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: