

**BID GUARANTEE- Sample format**

**TENDER FOR THE  
HARDWARE UPGRADE AND MAINTENANCE OF “IBM FILENET & DATACAP” DOCUMENT  
MANAGEMENT SYSTEM OF EPF DEPARTMENT OF THE CENTRAL BANK OF SRI LANKA**

To : Superintendent of the Employees’ Provident Fund,  
On behalf of the Central Bank of Sri Lanka,  
Level 12, Tower 05,  
No 30, Janadhipathi Mawatha,  
Colombo 01.

WHEREAS <Name of the Service Provider > of <Address of the Service Provider > here in after referred to as "the Bidder") has bid for ...(Pls. specify the service intended to be taken)..... to the Employees’ Provident Fund for and on behalf of the Central Bank of Sri Lanka (hereinafter referred to as "the Client").

AND WHEREAS in terms of the Conditions of Tender (Terms of Reference/Instructions to Bidders), the Bidder is required to furnish to the Client a Bank Guarantee from a licensed commercial bank acceptable to the Client in a sum of LKR <Amount in Rs..... > (Sri Lanka Rupees ..... ) as security for the due observance by the Bidder of the Conditions of the Tender.

NOW KNOW YE AND THESE PRESENTS WITNESSETH that we.....Bank, a licensed commercial bank in Sri Lanka whose principal place of business is at ..... (hereinafter referred to as "the Guarantor") do hereby guarantee, undertake, bind and oblige ourselves that in the event of the Bidder:

- Withdrawing the Bid at any time during the period of Bid validity after the opening of Bids; or
- Failing to execute an Agreement as stipulated in the Conditions of the Bid, and / or
- Failing to furnish the Performance Security for the due performance of the contract as required under the Conditions of Tender in the event the Tender is awarded to the Bidder.

At the request of the Bidder, the guarantor shall hereby irrevocably undertake to pay the Client a sum or sums not exceeding the total an amount of Rupees .....(pl. specify the bid guarantee amount in words and Rs...../=. ) upon receipt of its first demand, without cavil or argument and without the Client having to prove or show cause or substantiate its demand for the sums specified therein.

We hereby waive the necessity of the Client demanding the said sum from the Bidder before presenting us with the said demand.

WE FURTHER AGREE that no change or addition to or other modification which may be agreed between the Client and the Bidder shall in any way release us from the 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 until 20.08.2024.

IN TESTIMONY WHEREOF the Guarantor has caused these presents to be executed in its name in this day of .....2024 at.....

Name of the Guarantor:  
Signature of the authorized signatory and the seal of the Guarantor:  
Address: