**Form No. 05: Performance Security Bond**

**Format for Performance Security**

[On the letterhead of the issuing bank] [Date]

Your ref.: ITB No.: CSC/LD/SLR/2021/004 - B

To:

Ceylon Shipping Corporation Ltd.

No. 27, MICH Building

Sir Razik Fareed Mawatha (formerly Bristol Street)

Colombo 00100

Sri Lanka

Dear Sirs,

**Account:** [Name of the Bidder]

We, the undersigned Issuing Bank, understand that:

(a) You, Ceylon Shipping Corporation Ltd., of No. 27, MICH Building, Sir Razik Fareed Mawatha (formerly Bristol Street), Colombo 00100, Sri Lanka wishes to enter into an Agreement for sea transportation of 04th Lot, 2nd set of 10 Nos Passenger Coaches & Commissioning Spares and 01 No of Diesel Multiple Unit consists of 13 Units from Port of Chennai, India to Port of Colombo (BQ4 Terminal), Sri Lanka (Dimensions and the Weight as per the Invitation for Bids) in pursuance to your Invitation for Bids No. CSC/LD/SLR/2021/004 - B dated [Date of the Bid], with the [Name of the Bidder].

(b) and that you, Ceylon Shipping Corporation Ltd, has issued a Letter of Award dated ………. to ……….. ; and;

(c) Under the Letter of Award for sea transportation contract the [Name of the Bidder] must provide to you a Performance Security.

At the request of [Name of the Bidder], we [Name of the Bank] hereby unconditionally and irrevocably undertake as primary obligator and not as surety merely to pay you, the Beneficiary, any sum or sums not exceeding in total the amount of United Sates Dollars [Bid Offer] (say: Bid Offer in words), the “guaranteed amount,” upon receipt by us of your first demand in writing 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 [Name of the Bidder] before presenting us with the demand.

We further agree that no change or addition to other modification of the terms of the Agreement to be performed thereunder or of any of the document which may be made between you and [Name of the Bidder] shall in any way release us from any liability under this guarantee, and we hereby waive notice or any such change, addition or modification.

Your demand and statement must be received by us at this office on or before 30th November 2021 (the ‘expiry date’), when this guarantee shall expire and shall be returned to us.

This guarantee is personal to you and your legal successors, and is not assignable. This guarantee shall be governed by the laws of Sri Lanka.

Date \_\_\_\_\_\_\_\_\_ Signature(s)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_