

## **Section - 2**

# **STANDARD FORMS [CONTRACT]**

- *Letter of Acceptance*
- *Agreement*
- *Performance Security*
- *Advance Payment Security*
- *Retention Money Guarantee*

**Note:**

It is the responsibility of the bidders to comply with all the requirements given in the bidding document. Failure to non compliance with any of them may be a reason for rejection of the bid.

**DUPLICATE**

**Notes on Standard Forms:**

- Bidders shall submit the completed Form of Bid Security/Bid Securing Declaration as appropriate in compliance with the requirements of bidding documents.
- Bidders should not complete the Form of Agreement at the time of preparation of bids.
- The successful bidder will be required to sign the Form of Agreement, after the award of contract.
- Any corrections or modifications to the accepted bid resulting from arithmetic corrections, acceptable deviations, or quantity variations in accordance with the requirements of the bidding documents should be incorporated into the Agreement.
- The Form of Performance Security, Form of Advance Payment Security and Form of Retention Money Guarantee should not be completed by the bidders at the time of submission of bids.
- The successful bidder will be required to provide these securities in compliance with the requirements herein or as acceptable to the Employer.

# FORM OF LETTER OF ACCEPTANCE

[Letter heading paper of the procuring entity]

**DUPLICATE**

-----[date]

To:-----

[name and address of the Contractor]

This is to notify you that your bid dated -----[insert date] for the construction and remedying defects of the ----- [ name of the Contract and identification number] for the Contract price of -----[ name of currency] ----- [amount in figures and words] as corrected in accordance with Instructions to Bidders and / or Bidders by a Memorandum of Understanding, is hereby accepted.

The adjudicator shall be -----[name and address of the Adjudicator, agreed] shall be appointed by the Institute for Construction training and Development (ICAD).

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

The Start Date shall be: ----- (fill the date as per Conditions of Contract).

The amount of performance Security is: ----- (fill as per Conditions of Contract).

The performance Security shall be submitted on or before ----- (fill the date as per Conditions of Contract).

Authorizes Signature :-----

Name and title of Signatory :-----

Office of Agency :-----

## STANDARD FORM: AGREEMENT

This AGREEMENT, made the ----- [day] day of -----[month] 20 -----  
 [year] between the one part, and ----- [name and address of Employer]  
 (hereinafter called "the Employer") of the one part, and -----  
 -----[ name and address of Contractor] (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer desires that the Contractor execute-----  
 [name and identification number of Contract] (hereinafter called "the Works") and the Employer  
 has accepted the bid by the Contractor for the execution and completion of such Works and the  
 remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part to this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties thereto have caused this Agreement to be executed the day and year aforementioned, in accordance with laws of Sir Lanka.

.....  
 Authorized signature of Contractor

.....  
 Authorized signature of Employer

COMMON SEAL

COMMON SEAL

In the presence of:

Witnesses:

1. Name and NIC No. ....  
 Signature. ....  
 Address. ....
2. Name and NIC No. ....  
 Signature. ....  
 Address. ....

FORM OF PERFORMANCE SECURITY

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**DUPLICATE**

(Unconditional)

-----[Issuing  
Agency's Name, and Address of Issuing Branch or Office]

**Beneficiary: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7**

**Date:**-----

**PERFORMANCE GUARANTEE No.:**-----

We have been informed that -----[name of contractor]  
(hereinafter called "The contractor") has entered into Contract No. -----  
(reference number of the contract) dated ----- with you, for -----  
----- (name of contract) (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we -----[name of Agency]  
hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of -  
-----[amount in figures] (-----) [amount in words],  
upon receipt by us of your first demand in writing accompanied by a written statement stating  
that the Contractor is in breach of its obligation(s) under the Contract, without your needing to  
prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ..... Day of -----20-----[insert date, 28  
days beyond the Intended Completion Date] and any demand for payment under it must be  
received by us at this office on or before that date.

-----  
[signature (s)]

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# FORM OF ADVANCE PAYMENT SECURITY

DUPLICATE

-----[ Name and address of  
Agency, and Address of Issuing Branch or Office]

**Beneficiary: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7**

**Date:** -----

**ADVANCE PAYMENT GUARANTEE No:** -----

We have been informed that -----[name of Contractor]  
(hereinafter called "the Contractor") has entered into Contract No: -----  
(reference number of the contract) dated -----with you, for -----  
----- (Name of contract) ( hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance  
payment in the sum-----[ amount in figures] (-----  
-----) [ amount in words] is to be made against an advance payment guarantee.

At the request of the Contractor, we-----[name of issuing agency]  
hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of -  
-----[amount in figures] (-----) [amount in  
words] upon receipt by us of your first demand in writing accompanied by a written statement  
stating that the Contractor is in breach of its obligation in repayment of the Advance payment  
under the Contract.

The maximum amount of this guarantee shall be progressively reduced by the amount of the  
advance payment repaid by the Contractor.

This guarantee shall expire on ----- [Insert the date, 28 days beyond the  
Intended Completion Date]

Consequently, any demand for payment under this guarantee must be received by us at this  
office on or before that date.

\_\_\_\_\_  
[signature(s)]

# FORM OF RETENTION MONEY GUARANTEE

**DUPLICATE**

----- [Issuing Agency's  
Name and Address of Issuing Branch or Office]

**Beneficiary:** Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7.

**Date:**-----

**RETENTION MONEY GUARANTEE No:**-----

We have been informed that ----- [name of Contractor]  
(hereinafter called "the Contractor") has entered into Contract No. -----  
(reference number of contract) dated ----- with you, for the execution of -----  
----- (name of contract) (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the works  
ve being taken over and the first half of the Retention Money has been certified for payment,  
payment of the second half of the Retention Money may be made against a Retention Money  
guarantee.

At the request of the Contractor, we -----[name of agency]  
hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of -  
-----[amount in figures] (-----) [amount in words]  
upon receipt by us of your first demand in writing accompanied by a written statement stating  
that the Contractor is in breach of its obligation under the Contract because the Contractor has  
not attended to the defects in accordance with the Contract.

This guarantee shall expire, at the latest, ----- [insert 28 Days after the end of  
the Defects Liability Period] Consequently, any demand for payment under this guarantee must  
be received by us at this office on or before that date.

[signature(s)]

**DUPLICATE**

### **Section-3**

## **CONDITIONS OF CONTRACT**

**Conditions of contract shall be read in conjunction with Section 5-  
Contract Data, which shall take precedence over the Conditions of  
Contract**



**CONDITIONS OF CONTRACT :** Conditions of Contract that will be applicable for this

Contract is that given in Section – 03 of the Standard Bidding Document – Procurement of Works (ICTAD/SBD/01-2<sup>nd</sup> Edition , January 2007) & Addendum 01 issued in January 2009 & addendum 02 issued in February 2011 to the ICTAD Publication published by the Institute for Construction Training and Development (ICTAD / CIDA – Construction Industry Development Authority , “Savsiripaya”, 123 , Wijerama Mawatha , Colombo 07.

**DUPLICATE**

Section 3, Volume 1 of this publication will not be issued with the Bidding Document and the Bidder is advised to purchase it from ICTAD. (Now CIDA – Construction Industry Development Authority)

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**DUPLICATE**

**Section - 4**

**FORM OF BID AND QUALIFICATION  
INFORMATION**

**Form of Bid**

Name of Contract: Proposed Substation Building for No. 104-B, Sir James Peiris Mawatha, Colombo -02

To: Municipal Commissioner, Colombo Municipal Council, Town Hall, Colombo 7.

Gentleman,

1. Having examined the Standard Bidding Document - Procurement of Works [ICTAD/SBD/01 - Second Edition, January 2007], Specifications, Drawings and Bills of Quantities and Addenda for the execution of the above-named works, we the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Conditions of Contract , Specifications, Drawings, Bills of Quantities and addenda nos .....for the sum of Sri Lankan Rupees .....  
.....(LKR.....) or such other sums as may be ascertained in accordance with the said conditions.
2. I/We acknowledge that the Contract Data forms part of our Bid.
3. I/We undertake, if my/our Bid is accepted, to commence the Works as stipulated in the Contract Data, and to complete the whole of the Works comprised in the Contract within the time stated in the Contract Data.
4. I/We agree to abide by this Bid **till 23/05/2022** or for any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
6. I/We accept I/we do not accept the Adjudicator.
7. I/We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this .....day of .....20.....in the capacity of .....duly authorized to sign tenders for and on behalf of ..... (IN BLOCK CAPITALS)

Signature : ..... Name: .....

Designation : .....Address : .....

.....

Witness Signature: ..... Name, Address, NIC number:

.....

## Qualification Information

(To be completed and submitted by the bidder, with the

<b>ICTAD REGISTRATION</b>	
Registration number	(attach copies of relevant pages from the registration book)
Grade	
Specialty	
Expiry Date	
<b>Blacklisted Contractors</b>	
Have you been declared as a defaulted contractor by NPA or any other Agency? ( Yes/No)	
If yes provide details	
<b>VAT Registration Number</b>	
Construction Program	(attach as annex)
Legal status	(attach relevant status copies, as annex)
Value of Construction works performed in last 5 years	(attach copies of Certificate of Completion etc and other documents such as profit-loss and income expenditure statement)
Year ....	
Year ....	
Year ....	
Year ....	
Year ....	
Value of similar works completed in last 5 year (indicate only the three largest projects)	1. Value _____ Year ..... 2. Value _____ Year ..... 3. Value _____ Year ..... (attach copies of certificate of completion etc., as annex)
Qualification and experience of Technical Staff at site	Technical: 1. A qualified Civil Engineer 2. A qualified Technical Officer in therelevant field  (attach educational, professional, experience certificates of each person)