

DISTRICT SECRETARIAT
HAMBANTOTA

REPAIR OF TILES AND ELECTRICAL SYSTEM IN OFFICE
BUILDING AT DIVISIONAL SECRETARIAT OFFICE
THISSAMAHARAMA
(DSH/ACC/13/4/7)

BIDDING DOCUMENT

Issued To -
.....
.....
.....

Issued By - District Secretary,
District Secretariat,
Hambantota.

Date -

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DSH

Volume 1 consisting of section 1 (Instruction to Bidders); Section 2 {Standard Forms (Contracts)} : and Section 3 (Conditions of Contract) that will be applicable for this Contract shall be given in Volume 1 of ***“Standard Bidding Documents, Procurement of Works”***. ICTAD Publication No: ICTAD/SBD/01, Second Edition, January 2007, published by the Institute for Construction Training and Development (ICTAD) , Savusiripaya, 123, Wijerama Mawatha, Colombo 07.

The above Document will not be issued with the Bidding Document and Bidder is advised to purchase it from ICTAD.

VOLUME 2

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INVITAION FOR BIDS

DSH

SECTION 4

FORM OF BID & QUALIFICATION INFORMATION

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FORM OF BID

Note: Prior to issue of the bidding documents, the Employer should insert relevant data for all items marked with an asterisk (*).

Name of Contract: **Repair of tiles and electrical system in office building at Divisional Secretariat Thissamaharama**

To: **District Secretary, District Secretariat, Hambantota.**

Gentleman,

1. Having examined the Standard Bidding Document - Procurement of **[ICTAD/ SBD/ 01 - Second Edition, January 2007]** , Schedule, Specifications, Drawings and Bills of Quantities and addenda for the execution of the above-named Works, we / I the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Conditions of Contract, Schedule, Specifications, Drawings, Bill of Quantities and Addenda for the sum of **Sri Lankan Rupees** (**LKR**) or such other sums as may be ascertained in accordance with the said Conditions.
2. We acknowledge that the Schedule forms part of our Bid.
3. We undertake, if our Bid is accepted, to commence the Works as stipulated in the Schedule, and to complete the whole of the Works comprised in the Contract within the time stated in the Schedule.
4. We agree to abide by this bid for the period stated in the Sub-Clause 15 of Instructions to Bidders or 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/me.
1. We accept/we do not accept the Adjudicator.
7. 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 :

Qualification Information

(To be completed by the bidder and submitted with the Bid)
(If Requested Only)

CIDA Registration	
Registration number	<i>(Attach copies of relevant pages from the registration book)</i>
Grade	C7 or Above
Specialty	Buildings
Expiry Date	
Back listed Contractors	
Have you been declared as a defaulted contractor by NPA or any other Agency? Yes/No	
IF yes provide details	
VAT Registration Number	
Construction Program	<i>(attach as annex)</i>
Legal status	<i>(attach relevant status copies, as annex)</i>
Value of Construction works performed in last 5 Years	<i>(attach copies of Certificate of completion etc. & other documents such as profit-loss & income expenditure statement)</i>
Year 2021	
Year 2022	
Year 2023	
Year 2024	
Year 2025	
Value of similar works completed in last 10 years (indicate only the three largest projects)	1. Value Year 2. Value Year 3. Value Year <i>(attach copies of certificate of Completion etc., as annex)</i>
Major items of construction equipment proposed	1. Type Capacity 2. Type Capacity 3. Type Capacity 4. Type Capacity 5. Type Capacity
Qualification & experience of key staff- Site & Head Office (Permanent, Contract basic & Consultants)	Technical : 1. 2. 3.
	Managerial: 1. 2. 3.
Other information requested under ITB Clause 4.1	

SECTION 5

SCHEDULE

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G. Bidding Data

Instructions to Bidders Clause Reference

- (1.1) The Employer is
Name : **District Secretary.**
Address: **District Secretariat, Hambantota.**
- The Works consists **Repair of electrical system, plaster works, painting walls
and floor and ceiling, 1 st and 2 nd floors
Aluminium portioning, etc.**
- located at **DS Office Thissamaharama**
- (1.2) Intended Completion Date is **143 Days** from the Start Date.
- (1.3) The office for collection of bid forms is **District Secretary, District Secretariat,
Hambantota**
The non-refundable fee is **Rupees 4000.00**
The Bid forms will be issued until **2026.04.23**
- (2.1) The source of funds is **GOSL**
- (4.2) The registration required
Specialty **Buildings**
Grade **CIDA C7 or Above**

The following information shall be provided in Section 4:

(4.3)

- * ICTAD Registration;
 - Registration number
 - Grade
 - Specialty
 - Expiry Date
- * VAT Registration number
- * Construction Programme
- * Legal Status (Sole proprietor, Partnership, Company etc.)
- * Total monetary value of construction work performed for each of the last five years;
- * Experience in works of a similar nature and size for each of the last ten years;
- * Major items of construction equipment proposed to carry out the Contract;
- * Qualifications and experience of key site management and technical personnel proposed for the Contract;
- * any other.

(4.4)

- * Average of the annual volume of construction work performed in the last three years shall be at least **63.7 Million** (state the amount)
- * Experience in the construction of at least one contract of a nature and complexity equivalent to the Works over the last 03 years (to comply with this requirement, works cited should be at least 70 percent completed); **03**
- * Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the Bidding Data clause 4.1;
 - 1. Concrete Mixer - 02**
 - 2. Vibrators - 02**
- * Following technical and managerial Staff:
 - 1. Technical officer – 01 , with 3 years experience (NCT Civil or Equivalent)**
- * The minimum amount of liquid assets and/or credit facilities net of other contractual commitments and exclusive of any advance payments which may be made under the contract shall be not less than **Rs. 10.7 Million**

- (9.1) Employer's address for the purpose of clarification is ;
Name District Secretary
Address District Secretariat, Hambantota.
Fax 0472256247
E-mail moha.dist.hambantota@gmail.com
- (11.1)
- (12.0) The language of the bidding document shall be English.
- Any other _____ - _____
- (13.3) VAT component shall not be included in the rates. The amount written in the Form of Bid shall be without VAT. However VAT component shall be shown separately at the end of the BOQ.
- (13.4) The Contract is/~~is not~~ subjected to price adjustment in accordance with Clause 47 of the Conditions of Contract.
- (14.1) The following site investigation reports re annexed as Appendices.
Appendix 1
Appendix 2
(State the title of reports, Eg. Contour plan, Soil Investigation Reports etc.)
- (15.1) The Bid shall be valid up to **2026.07.30**
- (16.1) Option 1
Bid shall include a Bid Security using the form included in Section 9.
Option 2
Bid shall include a Bid-Securing Declaration using the form included in Section 9.
- (16.2) Bid Security shall be:
- for an amount **Rs.160,000.00**
 - Valid until **2026.08.27**
 - issued by an agency acceptable to Employer using the form for bid security (unconditional guarantee) included in Section 9, Standard Forms.
- (17.0) Pre Bid meeting - **2026.05.05 , 11.30 am at 1st floor meeting room, next to District Secretary's room, District Secretariat, Hambantota**

- (19.2) a The Employer's address for the purpose of Bid submission is
District Secretary, District Secretariat, Hambantota.
Contract name: **Repair of tiles and electrical system in office building at Divisional Secretariat Office Thissamaharama.**
- (19.2) b Contract no.
- (20.1) The deadline for submission of Bids shall be **10 am on 2026.05.14**
- (28.1) For evaluation and comparison of Bids under Sub-Clause 29.2, rates and prices quoted in foreign currencies by the bidders will be converted to Sri Lanka Rupees using middle exchange rate published by the Central Bank of Sri Lanka, on the date 28 Days prior to date of closing of Bids.
- (30.0) Domestic Contractors are eligible for a 10% margin of preference in the comparison of their Bids with those of bidders who do not qualify for the preference. To eligible for domestic preference the bidder shall:
- (a) be registered in Sri Lanka
 - (b) have more than 50% ownership by nationals of Sri Lanka;
- The following procedure will be used to apply the margin of preference:
Responsive bids will be classified into the following groups:
- (i) Group A: Bids offered by domestic bidders; and
 - (ii) Group B: all other Bids.
- For the purpose of evaluation and comparison of Bids only, an amount equal to 10 percent of the evaluated bid prices determined in accordance with Clause 29.2(a), (b), (d) and (e), will be added to all Bids classified in Group B.
- (31.1) *If the Procurement is within the authority limit of a CAPC:*
After evaluation of Bids in accordance with the procedures described under Clauses 25, 26, 27, 28, 29, and 30, the Employer will inform to all the bidders in writing the selection of the successful bidder and the intention of contract award to such bidder. The unsuccessful bidders if they so wish, within one week of such notice may make representation to the Procurement Appeal Board at the address given below. Such representation shall be self-contained to enable the Appeal Board to arrive at a conclusion and a cash deposit to amount given below shall be made. The Appeal Board may request the bidder who had made representation to submit further evidence during the investigations. The cash deposit will be forfeited unless the Employer change the original contract award decision in favor of the bidder who has made such representation.

Address: The Secretary
Appeal Board
Presidential Secretariat
Colombo

Cash Deposit: Rupees 50,000.00

If the Procurement is within the authority limit of a MPC:

After evaluation of Bids in accordance with the procedures described under Clauses 25, 26, 27, 28, 29, and 30, the Employer will inform to all the bidders in writing the the selection of the successful bidder and the intention of contract award to such bidder. The unsuccessful bidders if they so wish, within one week of such notice may make representation to the Secretary to the Line Ministry at the address given below. Such representation shall be self-contained to enable the Secretary to arrive at a conclusion and a cash deposit to amount given below shall be made. The Employer may request the bidder who had made representation to submit further evidence during the investigation of such representation. The cash deposit will be forfeited unless the Employer change the original contract award decision in favour of the bidder who has made such representation.

Address : **District Secretary, District Secretariat, Hambantota.**

Cash Deposit : Rs. 25,000.00

(34.0) The amount of Performance Security is 5% of the Initial Contract Price.

(36.0) The Adjudicator proposed by the Employer is **CIDA**

Fees and types of reimbursable expenses to be paid to the Adjudicator shall be on a case to case basis and shall be shared by the Contractor and the Employer.

Contract Data

(Please note that the Clause nos. given hereunder are that of Conditions of Contract)

- (1.1) The Employer is
Name: **District Secretary**
Address: **District Secretariat, Hambantota.**

Name of Authorized Representative : _____
- (1.1) The Engineer is
Name: **Deputy Chief Secretary (Engineering Services),**
Address: **Engineering Services Office,**
Fort, Galle.

Name of Engineer's Representative :
District Engineer (Building), Hambantota.
- (1.1) The Works consists **Repair of electrical system, plaster works, painting walls and floor and ceiling, 1 st and 2 nd floors Aluminium portioning, etc.**
- (1.1) The Site is located at **DS Office Thissamaharama**
- (1.1) The Start Date shall be **14 Days** from the Letter of Acceptance.
- (2.3) The following documents also form part of the Contract:
1. Letter of Acceptance
2. Drawing & BOQ
- (8.1) Schedule of other contractors:
- | Name | Period |
|-------|--------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(9.1)

Schedule of Key Personnel:

Minimum persons with qualifications and experience to be defined,

(a) Technical

1. Technical officer – 01 , with 3 years experience (NCT Civil or Equivalent)

(b) Manager

(13.1)

The minimum insurance covers shall be :

(a) • The minimum cover for insurance of the Works and of Plant and Materials is **110% of initial contract price**

• The maximum deductible for insurance of the Works and of Plant and Materials is **5% of initial contract price**

(b) • The minimum cover for loss or damage to Equipment is **Rs.200,000.00**

• The maximum deductible for insurance of Equipment is **Rs.25,000.00**

(c) • The minimum cover for insurance of other property (other than the Site) is **Rs.500,000.00**

(d) The minimum cover for personal injury or death,
• for third party and employees of the Employer and other persons engaged by the Employer in the Works is **One million** per event

(13.2)

(a) The minimum cover for personal injury or death,

• for the Contractor's workmen is **One million** per event

• Contractor's employees other than workmen is **500,000/-** per event

(14.1)

The following site investigation reports are annexed as Appendices;

Appendix 1

Appendix 2

(state the title of reports, ex-contour Plan, Soil Investigation Reports etc.)

(17.1)

The Intended Completion Date for the whole of Works shall be **143 Days**

(21.1)

The Site Possession Date shall be **14 Days** from Letter of Acceptance

(27.1)

The Contractor shall submit a programme for the Works within **10 Days** of delivery of the Letter of Acceptance.

- (27.3) The period between Programme update is **30 days**
- (27.4) The amount to be withheld for late submission of a Programme is **Rupees 318,000.00**
- (35.1) The Defects Liability Period is **365 Days.**
- (39.2) Engineer may order variations up to a total cumulative value of not exceeding **10% of initial contract price.**
- (44.1) The following events shall also be Compensation Events:
 1. _____
 2. _____
- (46.1) The exchange rate used for calculating the amounts to be paid in currencies other than Sri Lankan Rupees is _____
- (47.1) The Contract Price is / ~~is not~~ subjected to price adjustment

Weightings of Inputs

Indices No.	Input Name	Input Percentage
.....		
.....		
.....		
.....		
	Total	90%

Non adjustable element shall be:

BOQ Item Numbers :,,,,,,,

- (48.1) The retention from each payment shall be **10 %** percent of the certified work done.
 The limit of retention shall be **5%** percent of the Initial Contract Price.
- (49.1) The liquidated damages for the whole of the Works shall be **0.05% of contract value** per Day.
- (50.1) The maximum amount of liquidated damages for the whole of the Works shall be **10%** percent of the Initial Contract Price
- (52.1) The Performance Security shall be **5%** percent of the Initial Contract Price.
- (58.1) Schedule of operating and maintenance manuals.
- (60.1) The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is **25%**.
- (63.7) The attendance fee payable to the Contractor on nominated sub-contract work shall not exceed N.A.

SECTION 6

TECHNICAL SPECIFICATION

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TECHNICAL SPECIFICATIONS

Technical specifications that are applicable to this project are listed below.

- ❖ SCA / 3 / 1 - Irrigation & Land Drainage
- ❖ SCA / 3 / 2 - Water Supply Sewerage & Storm Water Drainage
- ❖ SCA / 3 / 3 - Reclamation Works
- ❖ SCA / 3 / 4 - Ground Water Exploration & Exploitation
- ❖ SCA / 4 - Building Works (Vol 1)
- ❖ SCA / 4 - Building Works (Vol II)
- ❖ SCA / 6 - Coastal Harbor Engineering Works
- ❖ SCA / 8 - Electrical & Mechanical Work
- ❖ Any other Standard Specification approved by the Government

Copies of above publications shall be purchased from the Institute for Construction, Training & Development (ICTAD), “Savusiripaya”, 123, Wijerama Mawatha, Colombo 07.

**LIST OF TIMBER APPROVED FOR BUILDING WORKS IN
GALLE, MATARA & HAMBANTOTA DISTRICTS OF THE
SOUTHERN PROVINCE ENGINEERING SERVICES**

- 1. Trusses :** Jak, Kohomba (Margosa), Nedun, Teak, Halmilla, Satin, Palu, Milla
- 2. Doors, Windows, Gates & Gate Sashes :** Jak, Kohomba (Margosa), Nedun, Teak, Halmilla, Satin, Milla
- 3. Ledge Braced and Batten Doors
Toilet Doors and Other Ordinary Doors :** Vevarana, Kolon, Welan, Eucaliptus, (Except Grandis), Liyan, Ketakala, Hedawaka
- 4. Science Laboratory Furniture :** Jak, Kohomba (Margosa), Nedun, Teak, Mahaogany, Halmilla, Satin, Milla
- 5. Roof and Ceiling Frame work :** Tawwenna, Uva Mandora, Moonamal, Ubberiya, Eucaliptus, (except Gandis) Kiriambiliya, Etatimbiriya, Helamba, Madan, Kon, Mee, Na, Ketakala, Liyan, Uruhonda and Dun.
Bedi Del is allowed for ceiling frame work and reepers only.
- 6. Valance and Barge Boarding :** Gini-sapu, Welipenna, Talan, Dawul-kurundu

Note :- Kempus & Balaw timber are also allowed to use for all items in 1 to 6 above.

INSTRUCTIONS TO CONTRACTORS :

1. All timber to be used shall confirm to standard specification for Building ICTAD publication No. SCA/4 (Volume 1)
2. The Timber shall be free from defects such as sap, wavy edges, cracks, knots etc.
3. Different types of timber should not be used to fabricate one item of work such as trusses, door or window frames, sashes, Laboratory furniture etc.
4. Only the timber specified in the relevant items of the Bid of Quantities shall be used. In the circumstances where such timber is not available the approval of the Engineer should be obtained to use an alternative timber.
5. No application of any description shall be made on timber unless and until the timber is approved by Engineer, except at joints and cut ends, which must necessarily be treated before assembly.
6. The timber to be used for various items of work shall be selected from the list of timber given below.
7. I the contractor for the **Repair of tiles and electrical system in office building at Divisional Secretariat Office Thissamaharama** Shall here by agree to comply with the instructions 1 to 6 given in above timber list.

Signature of Contractor

Name :

Address :

SECTION 7

BILL OF QUANTITIES

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SECTION 8

DRAWINGS

DSH

SECTION 9

STANDARD FORMS (BID)



PROCUREMENT GUIDELINE REFERENCE: 5.4.8**ACCEPTABLE FORMAT FOR PERFORMANCE
GUARANTEE**

.....

(Issuing Agency's Name & Address of Issuing Branch or Office)

Beneficiary:

.....
(Name & Address of Employer)

Beneficiary:

PERFORMANCE GUARANTEE No.:

We have been informed that
(Name of Contractor/Supplier) (hereinafter called "the Contractor") has entered into Contract No.
 *(reference number of the contract)* dated with you, for
 the *(insert "Construction"/"Supply")* of

(Name of contract & brief description of works) (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 not exceeding in total an amount
 of *(amount in figures)* (.....)
 *(amount in words)*, such sum being payable
 in the types & proportions of currencies in which the contract price is payable, 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 scheduled contract completion date)* & any demand for payment under it must be received by us at
 this office on or before that date.

Signature and the Seal of the Guarantor:

Name of the Bank:

Address:

Date:

FORM OF ADVANCE PAYMENT SECURITY

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

Beneficiary: -----

[Name & Address of Employer]

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 the Construction
 of -----

[Name of contract & brief description](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 ⁴]* 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 no later than the ----- *[insert date, 28 days beyond the
 expected expiration date of the Contract]*

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

 ICTAD

[Signature(s)]

⁴ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract.

"Specimen"

Notes on Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clause 30 of the Instructions to Bidders. This Form of Letter of Acceptance should be filled in and sent to the successful bidder only after evaluation of Bids and after obtaining approval from the relevant authority.

FORM OF LETTER OF ACCEPTANCE

[Letter heading paper of the procuring entity]

.....[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 modified by a Memorandum of Understanding, is hereby accepted.

The adjudicator shall be[Name & Address of the Adjudicator, if agreed] shall be appointed by the Institute for Construction Training & Development (ICTAD)

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 Clause of 4.4 Conditions of Contract).

The Performance Security shall be submitted on or before (fill as per Clause 4.4 of Conditions of Contract).

Authorized Signature :

Name and title of Signatory:

Name of Agency:

STANDARD FORM: AGREEMENT

This AGREEMENT, made the[day] day of [month] 20..... [year] between[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 expressions 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 of 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 Sri 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 BID SECURITY

[this Guarantee form shall be filled in accordance with the instructions indicated in brackets]

----- *[insert issuing agency's name, and address of issuing branch or office]*

Beneficiary: -----
[insert (by PE) name and address of Employer]

Date: ----- *[insert (by issuing agency) date]*

BID GUARANTEE No.: ----- *[insert (by issuing agency) number]* We have been informed that ----- *[insert (by issuing agency) name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated ----- *[insert (by issuing agency) date]* (hereinafter called "the Bid") for the execution of *[insert name of Contract]* under Invitation for Bids No. ----- *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ----- *[insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- *[insert amount in figures]* ----- *[insert amount in words]* 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; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") ; or
- (c) 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, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) the successful bidder furnishing the performance security, otherwise it will remain in force up to ----- *(insert date)*

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

[signature(s) of authorized representative(s)]

FORM OF BID SECURING DECLARATION

*[If required, the **Bidder** shall fill in this form in accordance with the instructions indicated in brackets: * delete as appropriate]*

Name of contract ----- *[insert name by PE]*

Contract Identification N^o: -----*[insert number by PE]*

Invitation for Bid No.: -----*[insert number by PE]*

To: ----- *[insert the name of the Employer preferably PE to fill before issuing the bidding document]*

I/We*, the undersigned, declare that:

1. I/We* understand that, according to instructions to bidders (hereinafter “the ITB”), bids must be supported by a bid-securing declaration;
2. I/We* accept that we shall be suspended from being eligible for contract award in any contract where bids have being invited by any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Agency of Sri Lanka, for the period of time of *three years* starting on *the latest date set for closing of bids of this bid*, if I/We:
 - (a) withdraw our Bid during the period of bid validity specified; or
 - (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or
 - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. I/We* understand if we are not the successful bidder, this bid securing declaration shall expire upon the earlier of (i) the successful bidder furnishing the performance security; or (ii) twenty-eight days after the expiration of the validity of the bid.

Signed *[insert signature(s) of authorized representative]*

In the Capacity of *[insert title]*

Name *[insert printed or typed name]*

Dated on *[insert day]* day of *[insert month]*, *[insert year]*

FORM OF BID

Note: Prior to issue of the bidding documents, the Employer should insert relevant data for all items marked with an asterisk (*).

Name of Contract: **Repair of tiles and electrical system in office building at Divisional Secretariat Thissamaharama**

To: **District Secretary, District Secretariat, Hambantota.**

Gentleman,

2. Having examined the Standard Bidding Document - Procurement of **[ICTAD/ SBD/ 01 - Second Edition, January 2007]** , Schedule, Specifications, Drawings and Bills of Quantities and addenda for the execution of the above-named Works, we / I the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Conditions of Contract, Schedule, Specifications, Drawings, Bill of Quantities and Addenda for the sum of **Sri Lankan Rupees** (**LKR**) or such other sums as may be ascertained in accordance with the said Conditions.
2. We acknowledge that the Schedule forms part of our Bid.
3. We undertake, if our Bid is accepted, to commence the Works as stipulated in the Schedule, and to complete the whole of the Works comprised in the Contract within the time stated in the Schedule.
4. We agree to abide by this bid for the period stated in the Sub-Clause 15 of Instructions to Bidders or 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/me.
2. We accept/we do not accept the Adjudicator.
7. 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 :