

District Secretariat, Hambantota

**CONSTRUCTION OF PROPOSED FOUR STORIES
BUILDING AT ANGUNUKOLAPELESSA DIVISIONAL
SECRETARIET (FINAL STAGE)
(DSH/ACC/5/20/2026-II)**

BIDDING DOCUMENT

Issued To -
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Issued By - **District Secretary,
District Secretariat,
Hambantota**

Date -

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VOLUME 1

SECTION 1	-	INSTRUCTION TO BIDDERS
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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 Document Procurement of Works Major Contracts***”. ICTAD Publication No: ICTAD/SBD/02, Second Edition, January 2007 **with Addendum issued in October 2009**, published by the Construction Industry Development Authority (CIDA), 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 CIDA.

VOLUME 2

	-	INVITAION FOR BIDS
SECTION 4	-	FORM OF BID & QUALIFICATION INFORMATION
SECTION 5	-	BIDDING DATA & CONTRACT DATA
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INVITAION FOR BIDS

DSH

Paper advertisement

DSH

SECTION 4

FORM OF BID & QUALIFICATION INFORMATION

DSH

FORM OF BID

Name of Contract: **Construction of proposed Four Stories Building at Angunukolapelessa Divisional Secretariat (Final Stage)**

To: **The Chairman, Procurement Committee of District Secretariat, Hambantota**

Gentlemen:

1. Having examined the Standard Bidding Document - Procurement of Works – Major Contracts [ICTAD/SBD/02 - Second Edition, January 2007 with addendum issued in October 2009 by ICTAD], 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 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 Contract Data forms part of our Bid.
3. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Contract Data.
4. We agree to abide by this Bid until the date specified in ITB Clause 16, and it shall remain binding upon us and may be accepted at any time before that date.
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. We understand that you are not bound to accept the lowest or any bid you may receive.
7. We certify/confirm that we comply with the eligibility requirements as per ITB Clause 3 of the bidding documents.

Dated this day of.....2025

in the capacity of

Duly authorized to sign bids for and on behalf of

.....
[in block capitals or typed]

Signature

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	C4 or above
Specialty	
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	

SECTION 5

BIDDING DATA & CONTRACT DATA

DSH

Bidding Data

Instructions to Bidders Clause Reference

Entry

1.1 Employer's Name and Address

Name : District Secretary

Address: District Secretariat, Hambantota.

1.1 Scope of Works

The works consists of **All floors tile works, 2nd & 3rd floors aluminum door,windows & partion works, 2nd & 3rd floors electrical and bathroom fittings installation, 3rd floor ceiling works, Landscaping works and construction of security huts, water proofing works, etc.. Total work cost is around LKR 166.09 million.**

Located at Angunukolapelessa Divisional Secretariat

1.2 Time for Completion

The Time for Completion for the whole of works shall be 270 Days

2.1 Source of funds

The source of funds is GOSL

4.1 Qualification Information

The following information shall be provided in Section 9 - Schedules:

- ICTAD registration
Registration number
- Grade
- Speciality
- Expiry date
- VAT registration number.....
- Attach construction program
- Attach legal status (Sole proprietor, Partnership, Company etc.)
- Attach authentication for signatory
- 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
- Construction equipment
- Staffing
- Attach Work plan and methods;

4.1 (c) Modify the list if required

4.2 (a) CIDA registration required

The registration required;

Speciality **Buildings**

Grade **C4 or Above**

4.2 (b) Average annual volume of construction work performed in last 5 years

Average annual volume of construction work performed in last five years shall be at least LKR 332.2 million.

4.2 (d) Essential equipment

Proposals for the timely acquisition (own, lease, hire, etc.) of the following essential equipment shall be;

	Type	Capacity
1.	Concrete mixers	02
2.	Poker vibrators	02
3.	Compactors	02

4.2 (e)

Qualifications and experience of the Contract Manager

B.Sc. or equivalent qualification Engineer with minimum 3 year experience.

4.2 (f)

Liquid assets and/or credit facilities required

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 LKR 55.4 million.

10.1 Clarification of Bidding Documents

Employer's address for clarification of bidding documents is:

Name of Officer: Eng.W.G. Sameera Indunil

Address: District Secretariat, Hambantota

Phone: 071 849 7090

Facsimile: 047 22 56 247

13.1(A) (j) Documents comprising the Bid
13.1(B) (d)

Additional information is;

.....
.....

14.4 Adjustments for change in cost

The Contract is subjected to price adjustment

15.1 Currency of Bid

Bidders are allowed to bid in foreign currencies for following items (Bidders may be required by the Employer to clarify their foreign currency component included in the rates/prices are reasonable.)

For evaluation and comparison of Bids under Sub-Clause 30.2, rates and prices quoted in foreign currencies by the bidders will be converted to Sri Lanka Rupees using middle exchange rate published by Central Bank of Sri Lanka, on the date 28 Days prior to date of closing of Bids.

<i>Price Schedule No.</i>	<i>Item No</i>	<i>Currency</i>

16.1 Period of Bid validity :

The Bid shall be valid up to 2026.08.13

17.1 Amount of Bid security:

The amount of Bid Security is Sri Lanka Rupees: LKR 1.67 million

17.2 Validity of Bid Security

The Bid Security shall be valid up to 2026.09.10

19.1 Pre-Bid meeting

Pre-Bid meeting will be held/ will not be held
Venue, time, and date of the pre-bid meeting.

Date: 2026.05.05

Time: A.M. 10.00

Venue: 1st floor, Meeting room, Next to District Secretary' room. District Secretariat, Hambantota.

21.2 (a) Employer's Address for Bid submission

Employer's address for the purpose of bid submission is:

District Secretary. 1st Floor, District Secretariat, Administrative complex, Siribopura, Hambantota.

21.2 (b) Identification number of Contract

Identification Number of the Contract is:

22.1 Deadline for submission of Bids

Deadline for submission of Bids. 10.00 am on 2026.05.14

25.1 Bid opening

Venue, time, and date of bid opening. 10.15am. on 2026.05.14 at 1st floor, Meeting room, Next to District Secretary' room. District Secretariat, Hambantota.

31.1 Preference for Domestic Bidders

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 Sub-Clause 30.2 will be added to all Bids classified in Group B.

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

After evaluation of Bids in accordance with the procedures described under Clauses 28, 29, 30 and 31, 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 has changed the original contract award decision in favour of the bidder who has made such representation.

Address: The Secretary
Appeal Board
Presidential Secretariat
Colombo

Cash Deposit: Rupees 50,000/=

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

After evaluation of Bids in accordance with the procedures described under Clauses 28, 29, 30 and 31, 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 the Employer has changed the original contract award decision in favour of the bidder who has made such representation.

Address:

Cash Deposit : Rupees 25,000/=

35.1**Amount of Performance Security**

The Standard Form of Performance Security acceptable to the Employer shall be a Guarantee from an Agency accepted and stated in the Procurement Guidelines.

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

The Performance Security Shall be valid until 28 days beyond the time of completion.

Contract Data

Conditions of Contract Clause Number/s

(*) 1.1.2.2 & 1.3	Employer's name and address	Name: District Secretary Address: District Secretariat, Hamabntota.
1.3	Contractor's name and address	Name: Address:
(*) 1.1.2.4 & 1.3	Engineer's name and address	Name: District Engineer (Buildings) Address: District Engineer (Buildings) Office, 2 nd floor, Administration Complex, Hambantota.
(*) 1.1. 3.3	Time for Completion of the Works	Time for Completion is 270 Days
(*) 1.1.3.7	Defects Notification Period	Defects Notification Period is 365 Days
(*) 2. 1	Right to access to the Site	07 Days after Letter of Acceptance
(*) 3.1	Engineer's Duties and Authority	The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions: (a) Clause 13, where the final effect of the variations increase the Contract Price (b) Contract price is BOQ amount

(*) 4.2	Amount of Performance Security	5 % of the Initial Contract Price, in the currencies and proportions in which the Contract Price is payable. The acceptable form is Unconditional Guarantee.
(*) 8.7	Liquidated damages for the Works	0.05 % of the Initial Contract Price per Day
(*) 8.7	Maximum amount of liquidated damages	10 % of the Initial Contract Price
12.2 (b)	Method of Measurement	The Method of Measurement shall be Measure and Pay Basis according to SLS 573
(*) 13.4(b)	Percentage for adjustment of Provisional Sums	10%
13.7	Weightings of Inputs	See the annexure 01 page for these details
(*) 14.2	Total Advance Payment	20 % of the Initial Contract Price excluding provisional sums and contingencies
(*) 14.2	Number and timing of installments	<i>Insert number of installments and any requirements</i>
(*) 14.3(c)	Percentage of retention	10%
(*) 14.3(c)	Limit of Retention Money	5 % of the Initial Contract Price
(*) 14.5	Minimum amount of Interim Payment Certificates	LKR 9.3 million.

(*)14.8	Alternative method for Payment of Retention	On reaching the limit of retention, stated in the Contract Data under Sub-Clause 14.3, the Contractor may substitute full retention money with an unconditional guarantee acceptable to the Employer to a value equal to the full retention money, and valid up to 28 Days beyond the end of Defect Notification Period. On receipt of such guarantee the Employer shall repay the full retention money. The guarantee will be released to the Contractor upon the certification of the Engineer that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.
(*) 18.2	Third Party Insurance	This Amount of insurance per occurrence is: For the third party and the employees of the employer and other persons engaged by the Employer in the works is LKR 500,000.00 per event to aggregate amount of LKR 5,000,000.00 Third party property liability of LKR 1,000,000.00 per event to aggregate amount of LKR 5,000,000.00
(*) 18.3	Insurance For Contractor's Personal	This Amount of insurance per occurrence is: For the Contractor's workmen is LKR 500,000.00 per event to an aggregate amount of LKR 10,000,000.00 Contractor's employees other than workman is LKR 500,000.00 per event to an aggregate amount of LKR 3,000,000.00

Clause 19.0 Claims, Disputes and Arbitration

***Delete existing sub-clause 19.2 (Dispute Resolution),
Delete existing sub-clause 19.3 (Procedure for
Adjudication),
Delete existing sub-clause 19.4 (Replacement of
Adjudicator),
Delete existing sub-clause 19.5 (Arbitration), and
insert the following new sub-clauses;***

19.2 Appointment of the Dispute Adjudication Board

*19.3 Failure to Agree on the Composition of the
Dispute Adjudication Board*

*19.4 Obtaining Dispute Adjudication Board's
Decision*

*19.5 Failure to Comply with Dispute Adjudication
Board's Decision*

*19.6 Expiry of Dispute Adjudication Board's
Appointment*

19.7 Arbitration

19.2

Appointment of the
Dispute
Adjudication
Board

Any dispute of whatever nature arising out of or in relation to this agreement shall in the first instance be referred to a Dispute Adjudication Board (DAB) for decision in accordance with Sub-Clause 19.4 [Obtaining Dispute Adjudication Board's Decision]. The Parties shall appoint a DAB within 28 Days from the Commencement Date.

The DAB shall comprise, three suitably qualified persons ("the members"), who shall be professionals experienced in the type of construction involved in the Works and with the interpretation of contractual documents, one of whom shall serve as chairman.

Within 28 Days from the Commencement Date each of the Parties shall appoint one member to serve on the Dispute Adjudication Board (DAB). The Parties shall consult both these members and shall agree upon the third member, who shall be appointed to act as the chairman.

The agreement between the Parties and each of the three members shall incorporate by reference the General Conditions of Dispute Adjudication Agreement contained in the Appendix to these Contract Data, with such amendments as are agreed between them.

The terms of the remuneration of the three members, including the remuneration of any expert whom the DAB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment of the member or such expert (as the case may be). Each Party shall be responsible for paying one-half of this remuneration.

If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.

The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DAB (including each member) shall expire when the discharge referred to in Sub-Clause 14.11 [Discharge] shall have become effective.

- 19.3 Failure to Agree on the Composition of the Dispute Adjudication Board
- If any of the following conditions apply, namely:
- (a) either Party fails to nominate a member of a DAB by such date,
 - (b) the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DAB by such date, or
 - (c) the Parties fail to agree upon the appointment of a replacement person within 42 Days after the date on which the one of the three members declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,
- Then Institute for Construction Training and Development (ICTAD) shall, upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member of the DAB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the expenses / disbursements incurred by ICTAD.
- 19.4 Obtaining Dispute Adjudication Board's Decision
- If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Engineer, either Party may refer the dispute in writing to the DAB for its decision, with copies to the other Party and the Engineer. Such reference shall state that it is given under this Sub-Clause.

The DAB shall be deemed to have received such reference on the date when it is received by the chairman of the DAB.

Both Parties shall promptly make available to the DAB all such additional information, further access to the Site, and appropriate facilities, as the DAB may require for the purposes of making a decision on such dispute. The DAB shall be deemed to be not acting as arbitrator(s).

Within 84 Days after receiving such reference, or within such other period as may be proposed by the DAB and approved by both Parties, the DAB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.

If either Party is dissatisfied with the DAB's decision, then either Party may, within 28 Days after receiving the decision, give notice to the other Party of its dissatisfaction and intention to commence arbitration. If the DAB fails to give its decision within the period of 84 Days (or as otherwise approved) after receiving such reference, then either Party may, within 28 Days after this period has expired, give notice to the other Party of its dissatisfaction and intention to commence arbitration.

In either event, this notice of dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in Sub-Clause 19.5 [Failure to Comply with Dispute Adjudication Board's Decision] and Sub-Clause 19.6 [Expiry of Dispute Adjudication Board's Appointment], neither Party shall be entitled to commence arbitration of a dispute unless a notice of dissatisfaction has been given in accordance with this Sub-Clause.

If the DAB has given its decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been given by either Party within 28 Days after it received the DAB's decision, then the decision shall become final and binding upon both Parties.

19.5	Failure to Comply with Dispute Adjudication Board's Decision	In the event that a Party fails to comply with a DAB decision which has become final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 19.7 [Arbitration]. Sub-Clause 19.4 [Obtaining Dispute Adjudication Board's Decision] shall not apply to this reference.
19.6	Expiry of Dispute Adjudication Board's Appointment	If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works and there is no DAB in place, whether by reason of the expiry of the DAB's appointment or otherwise: (a) Sub-Clause 19.4 [Obtaining Dispute Adjudication Board's Decision] shall not apply, and (b) the dispute may be referred directly to arbitration under Sub-Clause 19.7 [Arbitration].
19.7	Arbitration	(a) Any dispute of whatever nature arising from, out of or in connection with this agreement, on the interpretation thereof, or the rights, duties, obligations or liabilities of any Party, or the operation, breach, termination, abandonment, foreclosure or invalidity thereof, shall be referred to by either Party to arbitration for final settlement, in accordance with the Arbitration Act No. 11 of 1995, or any amendment thereof, (b) Pending the award in any arbitration proceedings hereunder, (i) this Contract and the rights and obligations of the Parties shall remain in full force and effect and (ii) each of the Parties shall continue to perform their respective obligations under this Contract. The termination of this Contract shall not result in the termination of any arbitration proceedings pending at the time of such termination nor otherwise affect the rights and obligations of the Parties under or with respect to such pending arbitration. (c) Any award rendered by the arbitral tribunal shall determine the extent to which the cost of arbitration is to be borne by each Party. The arbitration centre charges and the compensation to the arbitrator shall be equally shared by the Parties initially.

Composition of the Arbitral Tribunal :

The arbitral tribunal shall consist of a sole arbitrator who shall be appointed in the manner provided in the Selection Procedure as given below.

Selection Procedure :

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 the Arbitration Act No. 11 of 1995, or any amendments thereof.

Venue & Language :

The venue of arbitration shall be in Sri Lanka.

Unless otherwise agreed to by the Parties the proceedings shall be conducted and the award shall be rendered in the English language.

APPENDIX TO CONTRACT DATA

A General Conditions of Dispute Adjudication Agreement

1. Definitions

Each "Dispute Adjudication Agreement" is a tripartite agreement by and between:

- (a) the "Employer";
- (b) the "Contractor"; and
- (c) the "Member" who is defined in the Dispute Adjudication Agreement as being one of the three persons who are jointly called the "DAB" (or "Dispute Adjudication Board") and, where this is the case, the other two persons are called the "Other Members."

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Adjudication Agreement, which incorporates this Appendix. In the Dispute Adjudication Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

2. General Provisions

Unless otherwise stated in the Dispute Adjudication Agreement, it shall take effect on the latest of the following dates:

- (a) the Commencement Date defined in the Contract,
- (b) when the Employer, the Contractor and the Member have each signed the Dispute Adjudication Agreement, or
- (c) when the Employer, the Contractor and each of the Other Members have respectively each signed a Dispute Adjudication Agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 Days notice of resignation to the Employer and to the Contractor, and the Dispute Agreement shall terminate upon the expiry of this period.

3. Warranties

The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Engineer. The Member shall promptly disclose, to each of them and to the Other Members, any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Employer and the Contractor relied upon the Member's representations that he/she is:

- (a) experienced in the work which the Contractor is to carry out under the Contract,
- (b) experienced in the interpretation of contract documentation, and
- (c) fluent in the language for communications defined in the Contract.

**4. General
Obligations of the
Member**

The Member shall:

- (a) have no interest financial or otherwise in the Employer, the Contractor or Engineer, nor any financial interest in the Contract except for payment under the Dispute Adjudication Agreement;
- (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Adjudication Agreement;
- (c) have disclosed in writing to the Employer, the Contractor and the Other Members, before entering into the Dispute Adjudication Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part;
- (d) not, for the duration of the Dispute Adjudication Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except as may be agreed in writing by the Employer, the Contractor and the Other Members;
- (e) comply with the annexed procedural rules and with Sub-Clause 19.4 (Obtaining Dispute Adjudication Board's Decision) of the Conditions of Contract;
- (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
- (g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Engineer regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Adjudication Agreement;
- (h) ensure his/her availability for all site visits and hearings as are necessary;
- (i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;
- (j) treat the details of the Contract and all the DAB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members; and
- (k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members.

**5. General
Obligations of the
Employer and the
Contractor**

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DAB's activities under the Contract and the Dispute Adjudication Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.

The Employer and the Contractor undertake to each other and to the

Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members:

- (a) be appointed as an arbitrator in any arbitration under the Contract;
- (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.

Whenever the Employer or the Contractor refers a dispute to the DAB under Sub-Clause 19.4 (Obtaining Dispute Adjudication Board's Decision) of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.

6. Payment

The Member shall be paid as follows:

- (a) a retainer fee per calendar month, which shall be considered as payment in full for:
 - (i) being available on 28 Days notice for all site visits and hearings;
 - (ii) becoming and remaining conversant with all project developments and maintaining relevant files;
 - (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and
 - (iv) all services performed hereunder except those referred to in subparagraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Adjudication Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by 50%. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Adjudication Agreement is otherwise terminated.

- (b) a daily fee which shall be considered as payment in full for:

-
- (i) each day or part of a day up to a maximum of two Days travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members;
 - (ii) each working day on Site visits, hearings or preparing decisions; and
 - (iii) each day spent reading submissions in preparation for a hearing.
- (c) all reasonable expenses including necessary travel expenses (hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, and faxes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause.

The retainer and daily fees shall be as specified in the Dispute Adjudication Agreement. Unless it specifies otherwise, these fees shall remain fixed for the entire duration of the Contract.

The Member shall submit invoices for payment of the monthly retainer quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Adjudication Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DAB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.7 of the Conditions of Contract.

If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

7. Termination

At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Adjudication Agreement by giving 42 Days notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Adjudication Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect

when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Adjudication Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

8. Default of the Member

If the Member fails to comply with any of his obligations under Clause 4 (a) - (d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members, for proceedings or decisions of the DAB which are rendered void or ineffective by the said failure to comply.

If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions of the DAB which are rendered void or ineffective by the said failure to comply.

9. Disputes

Any dispute or claim arising out of or in connection with this Dispute Adjudication Agreement, or the breach, termination or invalidity thereof, shall be finally settled in accordance with Arbitration Act No 11, 1995 of Sri Lanka with a sole Arbitrator..

PROCEDURAL RULES

1. Unless otherwise agreed by the Employer and the Contractor, the DAB shall visit the site at intervals of not more than 70 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DAB, the period between consecutive visits shall not be less than 35 days, except as required to convene a hearing as described below.
2. The timing of and agenda for each site visit shall be as agreed jointly by the DAB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DAB. The purpose of site visits is to enable the DAB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to endeavour to prevent potential problems or claims from becoming disputes.
3. Site visits shall be attended by the Employer, the Contractor and the Engineer and shall be co-ordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the DAB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.
4. The Employer and the Contractor shall furnish copy each to the members of the DAB all documents which the DAB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DAB and the Employer or the Contractor shall be copied to the other Party.
5. If any dispute is referred to the DAB in accordance with Sub-Clause 19.4 (Obtaining Dispute Adjudication Board's Decision) of the Conditions of Contract, the DAB shall proceed in accordance with Sub-Clause 19.4 (Obtaining Dispute Adjudication Board's Decision) and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DAB shall:
 - (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
 - (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.
6. The DAB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.
7. Except as otherwise agreed in writing by the Employer and the Contractor, the DAB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Engineer, and to proceed in the absence of any party who the DAB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.
8. The Employer and the Contractor empower the DAB, among other things, to:
 - (a) establish the procedure to be applied in deciding a dispute,
 - (b) decide upon the DAB's own jurisdiction, and as to the scope of any dispute referred to it,
 - (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Guidelines,
 - (d) take the initiative in ascertaining the facts and matters required for a decision,
 - (e) make use of its own specialist knowledge, if any,

-
- (f) decide upon the payment of financing charges in accordance with the Contract,
 - (g) decide upon any provisional relief such as interim or conservatory measures, and
 - (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.
9. The DAB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DAB shall make and give its decision in accordance with Sub-Clause 19.4 (Obtaining Dispute Adjudication Board's Decision), or as otherwise agreed by the Employer and the Contractor in writing. The DAB:
- (a) shall convene in private after a hearing, in order to have discussions and prepare its decision;
 - (b) shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
 - (c) Member fails to attend a meeting or hearing, or to fulfill any required function, the other two Members may nevertheless proceed to make a decision, unless:
 - (i) either the Employer or the Contractor does not agree that they do so, or
 - (ii) the absent Member is the chairman and he/she instructs the other Members to not make a decision.

DISPUTE ADJUDICATION AGREEMENT

[for each member of a three - person DAB]

Name and details of Contract
 Name and address of Employer
 Name and address of Contractor
 Name and address of Member

Whereas the Employer and the Contractor have entered into the Contract and desire jointly to appoint the Member to act as one of the three persons who are jointly called the Dispute Adjudication Board (DAB) *[and desire the Member to act as chairman of the DAB]*

The Employer, Contractor and Member jointly agree as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the “General Conditions of Dispute Adjudication Agreement” which is appended to the General Conditions of the “Standard Bidding Document, Procurement of Works, Major Contracts - Second Edition, January 2007” and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Adjudication Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Dispute Adjudication Agreement.
2. *[Details of amendments to the General Conditions of Dispute Adjudication Agreement, if any]*
 For example:
In the procedural rules annexed to the General Conditions of Dispute Adjudication Agreement, Rule_____ is deleted and replaced by: “.....”]
3. In accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement the Member shall be paid as follows:
 A retainer fee of _____ per calendar month,
 plus a daily fee of _____ per day.
4. In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member undertakes to serve, as described in this Dispute Adjudication Agreement, as one of the three persons who are jointly to act as the DAB.
5. The Employer and the Contractor jointly and severally undertake to pay the Member, in consideration of the carrying out of these services, in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement.
6. This Dispute Adjudication Agreement shall be governed by the law of _____

SIGNED by: _____

SIGNED by: _____

SIGNED by: _____

for and on behalf of the employer
 in the presence of

for and on behalf of the Contractor
 in the presence of

the Member
 in the presence of

Witness: _____

Witness: _____

Witness : _____

Name: _____

Name: _____

Name : _____

Address: _____

Address: _____

Address : _____

Date: _____

Date: _____

Date: _____

SECTION 6

TECHNICAL SPECIFICATION

DRAFT

GENERAL SPECIFICATIONS

Bidders are hereby requested to refer and peruse the Specifications published by the Construction Industry Development Authority (CIDA) listed hereinafter.

01. Specification for Building Works (Vol. I) – [3rd Edition (Revised) – July 2004] – SCA/4/I
02. Specification for Building Works (Vol. II) – [2nd Edition (Revised) – October 2001] – SCA/4/II
03. Specification for Water Supply Sewerage & Storm Water Drainage - [2nd Edition (Revised)– April 2002] – SCA/3/2
04. Specification for Electrical & Mechanical Works - [2nd Edition (Revised) – August 2000] – SCA/8
05. Specification for Site investigation for Building Works & Sample Bill of Quantities 1st Edition – April 1997] – ICTAD/DEV/17

Copies of the above publication can be purchased from the Construction Industry Development Authority (CIDA) situated at “Sausiripaya”, No. 123. Wijerama Mawatha, Colombo 7.

The Successful Bidders shall purchase and make available at the Site of the Works, one copy of each of the above publications for inspection at all times.

SECTION 7

BILL OF QUANTITIES

DSH

SECTION 8

SCHEDULES

DSH

Schedule 1 – General Information

- (i) If pre-qualification is done the bidders are required to include information subsequent to that submitted with the pre-qualification application.
- (ii) For joint ventures, each joint venture partner shall furnish information separately.

ITB Clause reference	Description	Information (to be filled by the Bidder)	Remarks
4.1 (a)	Legal Status		Provide certified copies of Registration
	Written power of attorney of the signatory to the Bid	Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 4.1(a)	
	If a Joint Venture, names and addresses of Joint Venture Partners	1. 2. 3.	Provide a draft copy of the Joint Venture Agreement or alternatively the memorandum of understanding
	If a Joint Venture, name of Lead Partner		
	For joint ventures, each joint venture partner shall furnish Legal Status separately		
	Name (Lead partner)		Provide certified copies and label as attachment to Clause 4.1(a)
	Legal status		
	Place of registration		
	Principle place of business		
	Written power of attorney of the signatory to the Bid	Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 5.1	
	VAT Registration Number		
	Name (Partner 2)		Provide certified copies and label as attachment to Clause 4.1 (a)
	Legal status		
	Place of registration		
	Principle place of business		

	Written power of attorney of the signatory to the Bid	<i>Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 4.1 (a)</i>	
	VAT Registration Number		
	Name (Partner 3)		<i>Provide certified copies and label as attachment to Clause 4.1 (a)</i>
	Legal status		
	Place of registration		
	Principle place of business		
	Written power of attorney of the signatory to the Bid	<i>Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 4.1 (a)</i>	
	VAT Registration Number		
4.2 (a)	CIDA Registration	<i>Provide certified copies and label as attachment to Clause 4.2(a)</i>	
	Registration number		
	Grade		
	Specialty		
	Expiry Date		

**Schedule 2 – Annual Turn-over Information
(Construction only – Last five years)**

- (i) *If pre-qualification is done the bidders are required to include information subsequent to that submitted with the pre-qualification application.*
- (ii) *For joint ventures, each joint venture partner shall furnish information separately.*

Year	Turn-over	Remarks
1		<i>Attach audited reports and label as attachment to Clause 4.2</i>
2		
3		
4		
5		

Schedule 3 – Adequacy of Working Capital

If pre-qualification is done the bidders are required to include information subsequent to that submitted with the pre-qualification application

Source of credit line	Amount	Remarks
		<i>Provide documentary evidence and label as attachment to Clause 4.2</i>
Total		

Schedule 4 – Construction Experience in last five years

- (i) *If pre-qualification is done the bidders are required to include information subsequent to that submitted with the pre-qualification application.*
- (ii) *For joint ventures, each joint venture partner shall furnish information separately.*

Year	Employer	Description of Works	Amount	Contractor's Responsibility (%)
		Total		

- *Provide documentary evidence and label as attachment to Clause 4.2*

Schedule 5 – Major Items of Construction Equipment Proposed	
Type	Capacity

Schedule 6 – Construction Management Staff		
A. Key Professionals		
Name	Position	Task
B. Support Staff		
Name	Position	Task

Schedule 7 – Time Schedule for Key Staff	
--	--

[illegible]

Full-time: _____

Part-time:

Schedule 8 – Work Programme

Sheet 1 of

[1st, 2nd, etc. are months from the Start Date.]

Construction Activity

1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 11th 12th 13th 14th 15th

Schedule 9 – Input percentages for Price Adjustment Formula

Input Name <i>(Include major materials below the list, together with percentages for all inputs)</i>	ICTAD Reference for Indices	Percentage <i>(percentages listed should added to 90.0)</i>
Major plant	P1	
Small equipment	P2	
Skilled Labour	L1	
Unskilled Labour	L2	
	Total	90.0

SECTION 9

DRAWINGS

DRAFT

SECTION 10

STANDARD FORMS (BID)

DSH

Notes on Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clause 34 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.

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

The Commencement Date shall be: (fill the date as per Clause 8.1 of Conditions of Contract).

The amount of Performance Security is : (fill the amount as per Clause 4.2 of Conditions of Contract).

The Performance Security shall be submitted on or before (fill the date as per Clause 4.2 of Conditions of Contract).

Authorized Signature :

Name and title of Signatory :

FORM OF AGREEMENT

This Agreement made the [day] of [month] 202..... [year], between [name and address of Employer] (hereinafter called and referred to as “the Employer”), of the one part, and [name and address of Contractor] (hereinafter called and referred to as “the Contractor”), of the other part:

Whereas the Employer desires that the Contractor execute [name and identification no of Contract] (hereinafter called and referred to as “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and remedying of any defects therein.

The Employer and the Contractor agree as follows::

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract.
2. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, 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 execute and complete the Works and remedy any defects therein, 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 hereto have caused this Agreement to be executed the day and year aforementioned in accordance with laws of Sri Lanka.

.....

.....

Authorised signature of Contractor

Authorised 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 (Unconditional)

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

Beneficiary: ----- *[Name and Address of Employer]*

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 the ----- *[insert "construction"]* of ----- *[name of Contract and 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 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 Time for Completion]* and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

FORM OF ADVANCE PAYMENT SECURITY

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

Beneficiary: ----- [Name and 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 and 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] 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 Time of Completion]

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

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

Beneficiary: ----- *[Name and Address of Employer]* -----

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 the contract]* dated ----- with you, for the execution of ----- *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the works have 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)]