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SECTION - 1

INSTRUCTIONS TO BIDDERS.

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Notes

Instructions to Bidders shall be read in conjunction with Bidding Data under Section 5 (Volume ii), Matters governing the performance of the Contractor, payments under the Contract, or matters affecting the risk, rights, and obligations of the parties under the Contract are included under Section 3 – Condition of Contract (Volume 1) and Contract Data under Section 5 (Volume ii) .However, some information is reproduced in this section to facilitate the bidders to price their bids.

Instructions to Bidders applicable to this Contract are those given in Section – 1 of the Standard Bidding Document for Procurement of Works, ICTAD Publication No. ICTAD/SBD/01 Second Edition – January 2007 including Addendum No. 01 published by the Construction Industry Development Authority (CIDA), “Savsiripaya”, 123, Wijerama Mawatha, Colombo – 07.

This publication will not be issued with the Bidding Document and the Bidder is advised to purchase it from ICTAD

Instructions to Bidders will not be a part of the Contract & will cease to have effect once the Contract is signed.

SECTION - 2

STANDARD FORMS (CONTRACT)

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

The Notes on Standard Forms (Contract):

- The Bidder shall submit the completed Form of Bid Security/Bid Securing Declaration as appropriate in compliance with the requirements of the 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.

Notes on Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clause 33 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 ----- [Date] for the construction and remedying

defects of the **“Procurement for Supply, Delivery and Laying of Floor Carpets on C & D Wings (Public Area) of the 1st and 2nd Floors of the Department of Immigration & Emigration at “Suhurupaya” Building).”** Contract No: **DIE/PRO/02/2026/33** for the Contract price of Rupees ---
-----[amount in figures and words] as corrected in accordance with Instructions to Bidders s hereby accepted

You are hereby instructed to precede 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 the amount as per Conditions of Contract).

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

Authorized Signature : -----

Name and title of Signatory: -----

Name of Agency: -----

FORM OF AGREEMENT

This AGREEMENT, made the ----- [day] day of ----- [month] 2026 between the **Controller General, Department of Immigration and Emigration, 5th Floor, "Suhurupaya", Sri Subhuthipura rd, Battharamulla** (hereinafter called and referred to as "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 executes **"Procurement for Supply, Delivery and Laying of Floor Carpets on C & D Wings (Public Area) of the 1st and 2nd Floors of the Department of Immigration & Emigration at "Suhurupaya" Building."** . Contract no. **DIE/PRO/02/2026/33** (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 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
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 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 PERFORMANCE SECURITY
(Unconditional)

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

Beneficiary:

Controller General
Department of Immigration and Emigration
5th Floor, "Suhurupaya"
Sri Subhuthipura rd,
Battaramulla

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. Contract No: **DIE/PRO/02/2026/33** [Reference number of the contract] dated ----- with you, for the ----- [insert "construction"] of **"Procurement for Supply, Delivery and Laying of Floor Carpets on C & D Wings (Public Area) of the 1st and 2nd Floors of the Department of Immigration & Emigration at "Suhurupaya" Building).**" (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 and the Seal of the Guarantor:-----

Name of the Organization:-----

Address:-----

Date:-----

Witness:----- Signature:-----

FORM OF ADVANCE PAYMENT SECURITY

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

Beneficiary:

Controller General

Department of Immigration and Emigration

5th Floor, "Suhurupaya"

Sri Subhuthipura rd,

Battaramulla

Date: -----

ADVANCE PAYMENT GUARANTEE No.: -----

We have been informed that ----- [name of Contractor]
(hereinafter called "the Contractor") has entered into Contract No. **DIE/PRO/02/2026/33** [Reference
number of the contract] dated ----- with you, for the execution of **"Procurement for Supply,
Delivery and Laying of Floor Carpets on C & D Wings (Public Area) of the 1st and 2nd Floors of
the Department of Immigration & Emigration at "Suhurupaya" Building).**" (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 and the Seal of the Guarantor:-----

Name of the Organization:-----

Address:- -----

Date: -----

Witness:----- Signature:-----

FORM OF RETENTION MONEY GUARANTEE

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

Beneficiary:

Controller General

Department of Immigration and Emigration

5th Floor, "Suhurupaya"

Sri Subhuthipura rd,

Battaramulla

Date: -----

RETENTION MONEY GUARANTEE No.: -----

We have been informed that ----- [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. **DIE/PRO/02/2026/33** [Reference number of the contract] dated ----- with you, for the **"Procurement for Supply, Delivery and Laying of Floor Carpets on C & D Wings (Public Area) of the 1st and 2nd Floors of the Department of Immigration & Emigration at "Suhurupaya" Building).**" (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 theday of22 [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 and the Seal of the Guarantor:-----

Name of the Organization: -----

Address: -----

Date: -----

Witness: ----- Signature:-----

SECTION - 3

CONDITIONS OF CONTRACT

Section 3 will not be issued with the Bidding Document and Bidder is advised to refer the "Standard Bidding Document-Procurement of Works" CIDA/SBD/01 (Second Edition (Revised) – January 2007".

Conditions of Contract shall be read in conjunction with the Section 5 – Contract Data in Volume II which shall take precedence over the conditions of contract.