



THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF PUBLIC SECURITY

SPECIAL TASK FORCE-SRI LANKA POLICE

BIDDING DOCUMENT

FOR

**Renovation of Junior Officer's Mess, Special Task Force
Camp at Katukurunda, Kalutara.**

Issued To:

.....
Chief Accountant
Ministry of Public Security

Date:.....

Bid No.: PS./03./RB/CON/08/06/24

Non-refundable Fee Receipt No. & Date:

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MINISTRY OF PUBLIC SECURITY

SPECIAL TASK FORCE-SRI LANKA POLICE

INVITATION FOR BIDS

Renovation of Junior Officer's Mess, Special Task Force Camp at Katukurunda, Kalutara. [contract no: PS/03/PB/COM/05/04/24]

1. **The Chairman, Ministry Procurement Committee**, on behalf of the **Special Task Force (Sri Lanka Police)** now invites sealed bids from eligible and qualified bidders for "Renovation of Junior Officer's Mess, Special Task Force Camp at Katukurunda, Kalutara" as described below and estimated to cost **Rs.38.0 million**.
The construction period is **182 Days**.
2. Bidding will be conducted through National Competitive Bidding Procedure(NCB). *Since the Estimated Value of Work to be performed under this procurement is below Rs.50 Mn, regional preference and CIDA grade preference shall apply as stipulated in Public Finance Circular No. 04/2016(iii).*
3. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall be registered in the field of building construction for Grade **C5 or C4** with the Construction Industry Development Authority (CIDA), valid until the date of closing of the bids. Further the registration should be valid at the date of award.
"The bidders shall also register themselves with Registrar of Public Contracts, Sri Lanka, in term of the Public Contracts Act No. 03 of 1987. The original certificate of registration (PCA 03) shall be submitted with the bid. The procurement shall not be awarded to any bidder unless such bidder had submitted the PCA 03 certificate".
4. Interested bidders may obtain further information from the **Chief Accountant, Ministry of Public Security, 17th Floor, "Suhurupaya", Battaramulla** and inspect the Bidding Documents at the same address on any working day from 9:00hrs to 16:00 hrs.
Contact numbers are: Phone: 011-2887697, Facsimile: 011-2887784
5. A complete set of Bidding Documents in English language may be purchased by interested bidders on the submission of a written application to the Chief Accountant, Ministry of Public Security, 17th Floor, "Suhurupaya", Battaramulla from 22.11.2024..... until 13.12.2024. from 9:00hrs to 15:00 hrs upon payment of a non refundable fee of Rupees Eight Thousand(Rs.8,000/-).
6. Bids shall be delivered or sent by registered post to the **Chairman, Ministry Procurement Committee, Accounts Division, Ministry of Public Security, 17th Floor, "Suhurupaya", Battaramulla** to reach on or before **10:00 hrs** on 14.12.2024... Bids will be opened soon after closing at the **Accounts Division, Ministry of Public Security, 17th Floor, "Suhurupaya", Battaramulla** in presence of the bidders' representatives who choose to attend.
7. Bids shall be valid for a period of 91 Days from the last date fixed for receiving of Bids or any extended period.
8. All Bids shall be accompanied by a Bid Security which shall be;
 - in the form included in Section 09 of the bidding document
 - in favour of **Secretary, Ministry of Public Security**
 - for an amount of **Rs.570,000.00**
 - valid up to 11.03.2025.....
 - issued by one of the agencies indicated in the ITB Clause 16.2 of the Bidding Data

Secretary,
Ministry of Public Security,
17th Floor, "Suhurupaya",
Battaramulla.



VOLUME I

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SECTION 1

INSTRUCTIONS TO BIDDERS

SECTION 1

INSTRUCTIONS TO BIDDERS

1. The Instructions to Bidders for this work are contained in Section 01 of the Standard Bidding Document, “Procurement of Works”, CIDA Publication No. ICTAD/SBD/01, Second Edition – January 2007. The Bidder may purchase this document from Construction Industry Development Authority(CIDA), “Savsiripaya” No. 123, Wijerama Mawatha,Colombo-07.
2. This publication is available for reference at Chief Accountant’s Office of Ministry of Public Security.

<p>Note:</p> <ol style="list-style-type: none">1. Instructions to Bidders shall be read in conjunction with Section 05 Bidding Data– Volume II.2. Instructions to Bidders will not be a part of the Contract and will cease to have effect once the Contract is signed.

SECTION 2

STANDARD FORMS [CONTRACT]

- 1. FORM OF LETTER OF ACCEPTANCE**
- 2. AGREEMENT**
- 3. FORM OF PERFORMANCE SECURITY**
- 4. FORM OF ADVANCE PAYMENT SECURITY**
- 5. FORM OF RETENTION MONEY GUARANTEE**

Form of Letter of Acceptance

.....[date]

[LETTER HEADING PAPER OF THE PROCURING ENTITY]

To.....
[name and address of the Contractor]

I have the honour 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 here by accepted.

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

The number allotted to this Contract is [Contract Number], which should be quoted in all future correspondence of this project.

You are hereby instructed to call over at the office of the [Officer & Address], to sign the formal agreement along with a performance security as stated below within days on receipt of this Letter of Acceptance. The performance security shall be in any one of the following forms for

(amount in figures and words) in favour of the **Secretary, Ministry of Public Security** and shall be valid till [Date].

..... [Name of Institutions]

The Start Date of the Works shall be Days from the date of this Letter of Acceptance. Stipulated deadline or the actual date of commencement which falls earlier will be reckoned as the start date of the works. The Contract Period shall be

[Contract Period] starting from the Start Date. You may contact [Officer & Address] to make arrangements for taking over the site in order to commence the Works.

You are hereby instructed to submit insurance covers from an insurance company approved by the Treasury in accordance with the [Clause No.].

An advance payment of Rs..... [Amount] may be paid in accordance with [Clause No.] on submission of an unconditional guarantee.

This Letter of Acceptance and your Bid will form a binding contract until the formal agreement is signed.

Authorized Signature:

Name and title of Signatory:

Name of Agency:

AGREEMENT

This ARTICLES of Agreement, made the day of -2024 betweenholding the office of the Secretary, Ministry of Public Security in the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter called "the Employer") for himself and his successors in the said office for the time being, acting for and on behalf of the DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA (hereinafter sometimes referred to as the Republic of Sri Lanka) of the one part and oftrading under the name, firm and style of Messrs. a Company duly incorporated and having its registered office at(hereinafter designated "the Contractor" which expressions shall include his or their heirs, executors, administrators and legal representatives or where the context so admits, include its successors and permitted assigns) of the other part.

WHEREAS the Employer desires that the Contractor execute.....(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.

.....

Signature of the Secretary, Ministry of Public Security

WITNESSES:

1. Signature.....

2. Signature.....

Designation :

Designation:

.....

.....

Signature of the Contractor/Director of the Company

Name :

Common Seal

NIC No.....

Signature of the Contractor/Director of the Company

Name :

NIC No.....

WITNESSES:

1. Signature.....

2. Signature.....

NIC No.....

NIC No.....

Name & Address.....

Name & Address.....

.....

.....

.....

.....

Form of Performance Security (Unconditional)

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

Beneficiary: Secretary,
 Ministry of Public Security,
 17th Floor, "Suhurupaya",
 Battaramulla.

Date: _____

PERFORMANCE GUARANTEE No: _____

We have been informed that *[name of the Company]*
 (hereinafter called "the Contractor") has entered into Contract No. *[reference
 number of the contract]* with you, in the year, for
 the..... *[name of the
 Contract]* (hereinafter called "the Contract");

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

At the request of the Contractor, we *[name of Agency]*
 hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of
 *[amount in words]* (.....) *[amount in
 figures]*, 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.

We further agree that no change or addition to or other modification of the terms of the Contract
 or of the Works to be performed hereunder or of any of the Contract documents which may be
 made between the Employer and the Contractor shall in any way release us from any liability under
 this guarantee, and we hereby waive notice or any such change, addition or modification.

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

.....
[signature(s)]

Form of Advance Payment Security

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

Beneficiary: Secretary,
Ministry of Public Security,
17th Floor, "Suhurupaya",
Battaramulla.

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] with you, in the year, for
the..... [name of the contract]
(hereinafter called "the Contract");

Furthermore, we understand that, according to the conditions of the Contract, an advance payment
in the sum [amount in words] (.....
.....) [amount in figures] 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 words] (.....) [amount
in figures], 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) 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 date, 28 days beyond the Intended
Completion Date]

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

.....
[signature(s)]

Form of Retention Money Guarantee

Issuing Agency:

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

Beneficiary: Secretary,
Ministry of Public Security,
17th Floor, "Suhurupaya",
Battaramulla.

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]* with you, in the year, for the execution of
..... *[name of the Contract and brief descriptions 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 the 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 words]* (.....) *[amount in figures]*, 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 date, 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)]

SECTION - 3
CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

PART I - GENERAL CONDITIONS OF CONTRACT

1. The General Conditions for this work are contained in Section 03 of the Standard Bidding Document, "Procurement of Works", CIDA Publication No. ICTAD/SBD/01, Second Edition – January 2007. The Bidder may purchase this document from Construction Industry Development Authority (CIDA), "Savsiripaya", No. 123, Wijerama Mawatha, Colombo-07.
2. This publication is available for reference at Chief Accountant's Office of Ministry of Public Security.

***Note:* Conditions of Contract shall be read in conjunction with Section 05 Contract Data in Volume II, which shall take precedence over the Conditions of Contract.**