

PEOPLE'S LEASING AND FINANCE PLC

CONTRACT DOCUMENTS

Comprising

CONTRACT AGREEMENT
LETTER OF ACCEPTANCE
FORM OF BID, FORM OF PERFORMANCE SECURITY, FORM OF ADVANCE SECURITY
CONTRACT DATA
CONDITIONS OF CONTRACT
DRAWING
SPECIFICATIONS
EMPLOYERS REQUIREMENT

FOR

**PROPOSED REFURBISHMENT TO PEOPLE'S LEASING AND FINANCE PLC
at**

**No 35/2D, WELIMADA ROAD
BANDARAWELA**

Employer

People's Leasing and finance PLC
No. 1161, Maradana Road,
Colombo -08.

Contractor

.....
.....
.....

**Contract for : - Refurbishment to People's leasing and finance
PLC at No.35/2D, Welimada road, Bandarawela.**

Brief Description of the Works

The work consists of the refurbishment and construction of the external façade of People's Leasing & Finance PLC Bandarawela Branch.

Contract for : - Refurbishment to People's leasing and finance PLC at No.35/2D, Welimada road, Bandarawela.

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CONTRACT AGREEMENT

CONTRACT AGREEMENT

This Agreement made the (day) of 2026 between **People's leasing and Finance PLC, No. 1161, Maradana Road, Colombo-08** (hereinafter called and referred to as "the Employer"), of the one part, and **M/s.** (hereinafter called and referred to as "the Contractor"), of the other part:

Whereas the Employer desires that the Contractor design and execute the Refurbishment of the Proposed People's leasing and finance at No.35/2D, Welimada road Bandarawela and the Employer has accepted the Bid by the Contractor for the design, execution and completion of such Works and the 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 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 design, 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.

Authorized signature of Contractor

Authorized signature of Employer

SEAL

SEAL

In the presence of:

Witnesses:

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

LETTER OF ACCEPTANCE

FORM OF LETTER OF ACCEPTANCE

..... [Date]

[LETTER HEADING PAPER OF THE PROCURING ENTITY]

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 Proposed
.....[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 precede 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 Condition 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 of before..... [fill the date as per Clause 4.2 of Conditions of Contract]

Authorized Signature:

Name:

Title of Signatory:

Name of Agency:

Date:

FORM OF BID

FORM OF BID

NAME OF CONTRACT: Refurbishment to People's leasing and finance PLC at No.35/2D, Welimada road, Bandarawela.

To:

People's leasing and finance PLC,

No. 1161, Maradana Road,

Colombo-08.

Gentlemen:

1. Having examined the Standard Bidding Document- Procurement of Works- Major Contracts [ICTAD/SBD/02- Second Edition, January 2007], Specifications, Drawing 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, Drawing, Bill of Quantities and addenda nos For the sum of Sri Lankan Rupees (LKR) or such other sums as may be ascertained in accordance with the said Conditions.
2. 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..... (Insert date), and if 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 requirements as per ITB Clauses 3 and 4 of the bidding documents.

Dated this day of20.....

Signaturein the capacity of

Duly authorized to sign bids for and on behalf of

Name

.....

Designation.....

Address

.....

Witness:

.....

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] datedwith 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 ground for your
demand or the sum specified therein.

This guarantee shall expire, no later than theday of 20 [insert date, 28 days
beyond the time for defects notification] 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's

Name, 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") had 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 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.

The guarantee shall expire on [insert 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)]

CONTRACT DATA

CONTRACT DATA

Contract Sub-Clause Number

**Sub-Clause
1.1.2.2** Employer is;
 **People leasing and finance PLC,
 No. 1161, Maradana Road,
 Colombo-08**

**Sub-Clause
1.1.2.3** Contractor is;
 (Name of Selected Contractor)

**Sub-Clause
1.1.2.4** **No.....**

**Sub-
Clause
1.5** The Engineer is
 **People Leasing and Finance PLC,
 No. 1161, Maradana Road,
 Colombo-08**

Priority of Documents

Priority of the documents shall be in accordance with the following sequence

- a) The Contract Agreement
- b) The Letter of Acceptance
- c) Form of Bid, Form of Design/Technical Proposal, Form of Price Proposal
- d) The Contract Data
- e) Conditions of Contract
- f) The Specifications
- g) The Drawing; and
- h) The Bill of quantities and any other schedules or documents forming part of the Contract

**Sub-
Clause
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) Consenting to the subcontracting and/or subletting of any part of the Works under Sub-Clause 4.4 (b);
- b) Approving an extension of the Time for Completion under Sub-Clause 8.4 (Extension of Time for Completion), and/or any additional payment under Sub-Clause 19.1 (Contractor's Claim) issuing variation under Sub-Clause 13.1 (Right to vary Employer's Requirement), except in an emergency situation, as reasonably determined by the Engineer.
- c) Approving additional payment under Sub-Clause 13.3.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13.3 and shall notify the Contractor accordingly, with a copy to the Employer:

**Sub-
Clause
4.1**

Key Personnel

Schedule of Key Personnel
Contractor Side
Names with designation to be written:

Name	Project Coordinator
Name	Project Manager

**Sub-
Clause
4.2**

Performance Security

The amount of Performance Security is 5% of the Initial Contract Price. Performance security shall be a bank guarantee valid up to during Defects Notification Period and 28 days thereafter.

**Sub-
Clause
4.3**

Contractor's Representative

(Name)..... shall be the Contractor's Representative and in his absence
(Name)..... shall act for the contractor.

**Sub-
Clause
6.4**

Working Hours

Working hours shall be as stated in the building development permit by the building approval authority. Additional working hours and working days are subject to Employer's approval.

**Sub-Clause
8.2**

Time for Completion

The time for Completion for the whole of works shall be 09 months from the Commencement Date.

**Sub-Clause
8.7**

Delay Damages

The Delay Damages for the whole of the Works shall be 0.01% of the Initial Contract Price per day.

Maximum amount of Delay Damages

The maximum amount of Delay Damages for the whole of the Works shall be 5% of the Initial Contract Price.

**Sub-
Clause
11.1**

Defects Notification Period

Defects Notification Period is 365 Days from Taking-Over Certificate.

**Sub-
Clause
12.2**

Method of Measurement

- (a) measurement shall be made of the net actual quantity of each item of the permanent Works;
and "Generally followed SLS 573 Standard Method of Measurement and deviations as qualified in the pricing preambles in the Bills of Quantities"

Sub-Clause 13.7	Advance Payment The total amount of advance payment is 20% of initial contract price less provisional sums, contingencies. Advance payment guarantee shall be valid for contract period and 28 days thereafter.
Sub-Clause 14.2	Advance Payment The total amount of advance payment is 20% of initial contract price less provisional sums, contingencies. Advance payment guarantee shall be valid for contract period and 28 days thereafter.
Sub-Clause 14.3 (c)	Retention Money The retention from each payment shall be 10% of work done. The limit of retention shall be 5% of the Initial Contract Price.
Sub-Clause 14.4	Issue of Interim Payment Certificates Period of certification of Interim Payment Application shall be 21 days from the date of submission.
Sub-Clause 14.5	Payment The Employer shall pay to the contractor the amount certified in each Interim Payment Certificate Within 14 days of statement submission date to the Engineer.
Sub-Clause 14.6	Delayed Payments If the contractor does not receive payment in accordance with the Sub-Clause 14.5 (Payment) the contractor shall be entitled to receive an interest amount calculated at 1.0% above the Published Average Weighted Prime Lending Rate of the Central Bank of Sri Lanka to Commercial banks as at the date the payment becomes overdue and the period unto the date actual payment is affected.
Sub-Clause 18.1	Insurance for Workers and Contractor's Equipment Covered in CAR Policy & Workmen's compensation insurance. Be obtained by the Contractor.
Sub-Clause 19.2 & 19.4	Failure to Agree Dispute Adjudicator The appointing entity for appointing the Adjudicator is the Institute of Engineers Sri Lanka (IESL)

CONDITIONS OF CONTRACT

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Conditions of Contract is: ICTAD/SBD/02 SECOND EDITION JANUARY 2007
ISSUED BY INSTITUTE OF CONSTRUCTION TRAINING AND DEVELOPMENT

DRAWINGS

LIST OF TENDER DRAWINGS FOR REFURBISHMENT TO PEOPLE'S LEASING AND FINANCE AT NO.35/2D, WELIMADA ROAD, BANDARAWELA.

DESCRIPTION OF DRAWING

01. GENERAL DRAWING -

Existing Drawings

Existing Basement floor layout	PET-AR-EXT-2026-08-01
Existing Ground floor layout	PET-AR-EXT-2026-08-02
Existing first floor layout	PET-AR-EXT-2026-08-03
Existing Second floor layout	PET-AR-EXT-2026-08-04
Existing Third floor layout	PET-AR-EXT-2026-08-05

02. GENERAL DRAWING -

Proposed construction drawings

Proposed Basement floor layout	PET-AR-SPD-2026-08-01
Proposed Ground floor layout	PET-AR-SPD-2026-08-02
Proposed first floor layout	PET-AR-SPD-2026-08-03
Proposed Second floor layout	PET-AR-SPD-2026-08-04
Proposed Third floor layout	PET-AR-SPD-2026-08-05
Proposed Water tank floor layout	PET-AR-SPD-2026-08-06
Proposed roof layout	PET – AR-SPD-2026-08-07
Front Elevation	PET – AR-SPD-2026-08-08
Right Side Elevation	PET – AR-SPD-2026-08-09
Left Side Elevation	PET – AR-SPD-2026-08-10
Rear side Elevation	PET – AR-SPD-2026-08-11
Section X-X	PET – AR-SPD-2026-08-12
Section Y-Y	PET – AR-SPD-2026-08-13

SPECIFICATION

GENERAL SPECIFICATIONS

PART 1

1. Specifications for Building works - Volume I - ICTAD Publication No. SCA/4 /I
3rd Edition (Revised) – 2004 July
 2. Specifications for Building works - Volume II Sanitary Installations.
ICTAD Publication No. SCA/4/II
2nd Edition (Revised) –2001 October
 3. Specifications for Water Supply & Sewerage and Storm Water Drainage works
ICTAD Publication No. SCA/3/2.
2nd Edition (Revised) –2002 April
 4. Specification for Electrical and Mechanical Works associated with Building & Civil Engineering -. ICTAD Publication No. SCA/8.
2nd Edition (Revised) –2000 August
- The Contractor shall be deemed to have his own copy of the above ICTAD Specifications and SBD2 Conditions of Contract Published by ICTAD.
 - The ICTAD specifications, are amended and complemented by "Part 2 - Project Specification" as detailed hereafter.
 - In the case of any ambiguity or discrepancy the provisions of the Project Specification shall prevail over the provisions of the ICTAD specifications.
 - Where not expressly stated or implied within the Contract Document, the Contractor shall comply with all generally accepted International Building and Engineering Standards and Practices.
 - In the specifications if any materials/fittings are described by using a trade name, it is only for the purpose of indicating the minimum level of quality and standard required. The Bidder may use any other material/fitting, which are considered as equivalent in quality and standard to those specified therein subject to the approval of the “Engineer”.

PART 2 – PROJECT SPECIFICATION

The Particular Specification shall be read in conjunction with the General Specification where applicable. In the event the Particular Specification is in conflict with the General Specification, the Particular Specification shall prevail.

EMPLOYER'S REQUIREMENTS

Employer's requirements

1. **Total Gross floor area (Including roof)** - 1026.07 m²
2. **Total height of the building** - 19.375 m
3. **Number of floors** - 5
4. **Specification of Units**
Finishes, accessories and fittings etc. as per attached BOQ and drawings