



INTERNATIONAL CALL FOR TENDER ACTED Sri Lanka Part A - Instructions to bidders

Date: 16/12/2018

Tender reference: T/08DLY/18E/RHA/Colombo/16-12-2018/01

ACTED is launching an international competitive bidding and is requesting qualified bidders to provide detailed written offers for the items listed below.

SERVICE SPECIFICATIONS:

1. Description: Rehabilitation of Samurdhi tank, Halkathiya village, Katharagama, Monaragala DistrictA
2. Service class / category: Works
3. Made in (Service origin): International
4. Service stage: Ready to use / according to the attached technical specification and drawings
5. INCOTERM: DDP in Samurdhi tank, Halkathiya village, Katharagama, Monaragala District
6. Quantity: 1 tank

RESPONSIBILITIES OF THE CONTRACTOR:

1. Terms of delivery: Rehabilitation of "SAMURDHI Tank": Tank bund, repairing tower sluice, construction of spill way, channel improvement and improvement of Access road - Halketiya, Kariwile 146D GN division, Katharagama DS Division, Monaragala district
2. Date of delivery: Within 6 months upon contract signature
3. Validity of the offer: 6 months (recommended)

The answers to this tender should include the following elements:

- A written quotation including all the product specifications, the price per unit, quantity proposed and unit, and total price (offer form);
- Bid Security: 1% (One Percentage) of the total cost drawn in the name of ACTED Sri Lanka No.24, Rajasinghe Mawatha, Colombo-06, and Sri Lanka. The bid security shall, at the bidder's option, be in the form of a certified bond issued by authorized body under control of the Central Bank in Sri Lanka
- Business registration documents and license;
- Proposed payment schedule;
- Details of major equipment owned by bidder and any other materials required to carry out the contract;
- Certificate of Membership of National Constructors Association of Sri Lanka (NCASL) both at the time of collection of bidding documents and the awarding of contracts (preferable);
- Completed construction work plan;
- Details of the legal status of the bidder (Sole proprietor, Partnership, Company etc.)
- Details of the authorized representative and copy of ID and power of attorney, where applicable;
- Details of the total monetary value of construction work performed by the bidder for each of the previous three years;
- Experience proof (Colour pictures) in works of a similar nature and size for each of the last three years;
- Details of technical staff with the necessary qualifications and experience in site management and project management.
- Evidence of adequacy working capital to complete the contract on time.
- Authority to seek references from the bidder's banks.



- Details of available liquid assets and /or credit facilities available to the contractor exclusive of any advance payment
- Application Letter on Company Template,

SPECIFIC CONDITIONS:

1. For any interested bidders, it is mandatory to request Technical Specification and Design forms through ACTED in Sri Lanka. Please send your request to srilanka.tender@acted.org and cc. tender@acted.org;
2. Prices of the above procurement must include VAT;
3. Bid prices shall be in LKR ;
4. Language of Bid :The language of the bidding document shall be English;
5. Bid price: The Bidder shall fill in rates and prices for all items of the works described in the Offer Form ;
6. Required construction bonds (such as bid Security, Advance, performance, etc) shall be in any of the following forms: from a reputable body under control of the Central Bank in Sri Lanka
 - a bank guarantee:
 - an irrevocable letter of credit
 - A contractor's guarantee bond issued by CIDA.
7. The bid securities of unsuccessful bidders will be returned as promptly as possible but in any event not later than thirty (30) days after the opening of offers as described ;
8. The bid security of the successful bidder will be returned when the bidder has signed the contract and furnished the required performance security.
9. Site Visit and Pre-Bid Meeting:
 - The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
 - The Bidder and any of his personnel or agents will be granted permission by the Client to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, his personnel and agents, will release and indemnify the Client and his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
 - The Bidder or his representative is invited to attend a pre-Bid meeting and site visit at the Community hall, Halkathiya, Katharagama at 10.30 AM on the 27/12/2018.
 - The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
 - The Bidder is requested to submit any questions in writing to reach the Client not later than one week before the meeting.
10. Correction of Errors
 - Bids determined to be substantially responsive will be checked by the Client for any arithmetic errors. Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit rate and the total cost per item that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost per item will be corrected unless in the opinion of the Client there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost per item as quoted will govern and the unit rate corrected. If there is a discrepancy between the total Bid amount and the sum of total costs per item, the sum of the total costs per item shall prevail and the total Bid amount will be corrected.
 - The amount stated in the Form of Bid will be adjusted by the Client in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the



- Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected, and the Bid security may be forfeited.
11. Performance bond: the performance bond should be 5% of the initial contract price. The bid bond will only be released once the performance bond has been submitted.
 12. Advance Payment and Security: Advance payment shall be 20% of the initial Contract Price within 14 days of the contractor submitting an acceptable guarantee.
 13. Adjudicator: All disputes shall be referred for adjudication by the following procedure:
 - Project Manager
 - Senior Logistics Officer
 14. The Start Date shall be 14 Days from the issue of the Letter of Acceptance
 15. Contract: The following documents also form part of the Contract:
 - Agreement
 - Letter of Acceptance
 - Memorandum of Understandings (if any)
 - Post Tender Correspondences (if any)
 - Contractor's Bid
 - Contract Data
 - Condition of Contract
 - Specifications
 - Drawings
 - Bill of Quantities
 - Work plan
 - Form of Performance Bond
 - Form of specified Guarantee for mobilization advance payment
 - Any other listed in the Contract Data
 16. Award: the Client will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the Lowest Evaluated Bid Price, provided that such Bidder has been determined
 17. Client's Right to Accept any Bid and to Reject any or all Bids: the Client reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Client's action.
 18. All materials used for permanent works shall comply with standards specified by the Sri Lanka Standards Institute (SLSI) and/or ISO standards specified in the specifications. If SLSI standards are not available materials shall comply with a relevant British standards or equivalent or bidders should follow annex material specification.
 19. The bidder shall be registered with the Institution for Construction Industry Development Authority (CIDA) with the indicated on bid data sheet or with at least 3 years relevant experience, valid business registration and experience in the relevant type of construction (building, irrigation, minor road construction, and water and sanitation). Preferred CIDA Registration Grade and Field is C6 and C5 Building Construction but with irrigation experience.
 20. At least 30% of the labour use for the particular tank works shall be hired from the project village
 21. All bidders should follow standard specifications for the relevant construction (maintenance of buildings, irrigation channels and road maintenance, and water and sanitation works).
 22. All bidder should follow the annexed material specifications according to the relevant packages
 23. Setting out works:
 - The Contractor to be responsible for the setting out of the works and fixing the levels on the ground as shown in the drawings. He shall get the prior approval of the Engineer OR Technical Officer before commencing the works
 24. Accesses and site roads:



- The Contractor shall be deemed to have fully informed as to the suitability of the road to the site and the roads within the site. He shall exercise due care in the use of such road and shall make good any damage caused by their use. The Contractor shall provide such temporary site roads as are necessary.
- 25. Signing of Agreement: Within fourteen (14) days of the Notification of Award, the successful Bidder shall sign the Contract incorporating all agreements between parties at the Client's office.
- 26. Program: The Contractor shall submit a Programme for the works within 14 days of delivery of the Letter of Acceptance.
- 27. Quantities and Works to be measured
 - The quantities set out in the Bill of Quantities are the actual and correct quantities of the works to be executed by the Contractor in fulfilment of his obligations under the contract. Any changes in quantities from the Bill of Quantities must receive approval from the client via a variation order and a contract amendment from the client
- 28. On submission of Bills by the Contractor, the Engineer shall ascertain and determine by measurement the value of work done in accordance with the Contract. He shall give notice to the Contractor who is expected to attend in making joint measurements. If the Contractor does not attend, then the measurements taken by the Engineer or approved by him shall be taken to be the correct measurements. For the purpose of measuring such permanent works through records and drawings. All bills by the contractor showing changes from the contracted amount must be supported by the relevant valuation orders and contract amendments
- 29. Payments
 - For late payments interest payment is not applicable and "The Client shall pay each payment certificate" or conformation report base on completion stage of work with the following "the Client shall pay the Contractor the amounts certified by the Engineer within 30 days of the date of each certificate."
- 30. Interest payment is not applicable
- 31. Retention
 - The retention from each payment shall be 10% (ten percent) of the Initial Contract Price.
 - The limit of retention shall be 10% (ten percent) of the Initial Contract Price.
- 32. Liquidated Damages
 - The liquidated damages for the whole of the Works shall 0.05% per Day initially as well round figure decided by Engineer according submitted work plan.
 - The maximum amount of Liquidated Damages is 10% (ten percent) of the Initial Contract Price.
- 33. As-Built Drawings shall be submitted if requested by Engineer
- 34. Payment upon Termination: The percentage to apply to the value of the work not completed, representing the Client's additional cost for completing the Works, is 25%.
- 35. All technical condition of contract are applicable from Standard Bidding Document- Procurement of Works [(ICTAD/SBD/ 01 –First Edition, (Reprinted with amendments), January 2004 and ACTED's procurement procedures.
- 36. The bidder is expected to examine carefully the contents of the bidding documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant section 1 above, bids which are not substantially responsive to the requirements of the bidding documents will be rejected.
- 37. At any time prior to the deadline for submission of bids, ACTED may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing addenda. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by fax to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by in writing to ACTED. To afford prospective



bidders reasonable time in which to take an addendum into account in preparing their Bids, the ACTED may extend the deadline for submission of bids.

38. The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to any adjustment on any account, except as provided for in the General Conditions of Contract.
39. No bid may be modified by the bidder, after the deadline for submission of bids.
40. The bid securities of unsuccessful bidders will be returned as promptly as possible but in any event not later than thirty (30) days after the opening of offers as described
41. The bid security of the successful bidder will be returned when the bidder has signed the contract and furnished the required performance security.
42. Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid may result in the forfeiture of the bid security
43. Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.
44. To assist in the examination, evaluation and comparison of bids, ACTED may, at its discretion, ask any bidder for a clarification of his bid, including breakdowns of unit rates.
45. Prior to expiration of the period of bid validity prescribed by ACTED, ACTED will notify the successful bidder that its bid has been accepted. This notification of award will constitute the formation of the contract.
46. At least 30% of the labour use for the particular tank works need to hire from the project village
47. All bidders should follow standard specifications for the relevant construction (maintenance of buildings, irrigation channels and road maintenance, and water and sanitation works).

GENERAL CONDITIONS:

1. The **closing date** of this tender is fixed **on 16 / 01 / 2019 at 2pm (Sri Lanka time)** in ACTED office at the following address : 24 Rajasinghe Mawatha, Colombo 6, Sri Lanka.
Tenderers who will present their offer at ACTED bases other than **ACTED office in Colombo** must take into consideration the transport time from the local base to **ACTED office in Colombo**.
2. Tenderers will fill, sign, stamp and return the Offer form according to ACTED's format.
3. Tenderers will sign and return all pages of the Product Specifications for which they apply.
4. The offer to the call for tender will not result in the award of a contract.
5. The offer must be submitted to ACTED purchase department in a sealed envelope with the mention "not to be opened before 16/01/2019" and the purpose of the offer, or by email to srilanka.tender@acted.org, cc tender@acted.org with subject line "Rehabilitation of Samurधि tank, Halkathiya village, Katharagama, Monaragala District". Suppliers sending their offer by E-mail only will be requested to submit original offers at a later stage if their offer is pre-selected.
6. Unsealed envelope and late offers will not be considered.
7. To ensure that funds are used exclusively for humanitarian purposes and in accordance with donors' compliance requirements, all contract offers are subject to the condition that contractors do not appear on anti-terrorism lists, in line with ACTED's anti-terrorism policy. To this end, ACTED reserves the right to carry out anti-terrorism checks on contractor, its board members, staff, volunteers, consultants, financial service providers and sub-contractor."
1. *NOTE: ACTED adopts a zero tolerance approach towards corruption and is committed to respecting the highest standards in terms of efficiency, responsibility and transparency in its activities. In particular, ACTED has adopted a participatory approach to promote and ensure transparency within the organization and has set up a Transparency focal point (Transparency Team supervised by the Director of Audit and Transparency) via a specific e-mail address. As such, if you witness or suspect any unlawful, improper or unethical act or business practices (such as soliciting, accepting or attempting to*



provide or accept any kickback) during the tendering process, please send an e-mail to transparency@acted.org.

FOR BIDDER'S USE

I undersigned _____, the Bidder, agree with the instructions and general conditions of this Call for Tender.

Company Name: _____

Authorized Representative Name: _____

Signature: _____

Part B - OFFER FORM ACTED Sri Lanka

Date:

Tender reference: T/08DLY/18E/RHA/Colombo/16-12-2018/01

Details of Bidding Company:

1. Company Name: _____
2. Company Authorized Representative Name: _____
3. Company Registration No: _____
No/Country/Ministry
4. Company Specialisation: _____
5. Mailing Address: _____
Country/Governate/City/St Name/Shop Office No
6. Contact Numbers: Land line: _____ / Mobile: _____
7. E-mail Address: _____

I undersigned, _____, the Bidder, agree to provide ACTED, non-profit NGO, with items answering the following specifications, according to the general conditions and responsibilities that I engage myself to follow.

PLEASE FILL IN THE FOLLOWING INFORMATION AND TABLES BELOW:

LOT-01 REHABILITATION OF "SAMURDHI TANK" (TANK BUND, REPAIRING TOWER SLUICE, CONSTRUCTION OF SPILL WAY, CHANNEL IMPROVEMENT AND IMPROVEMENT OF ACCESS ROAD)

I.N	Description	Quantity	Unit	Unit Price in LKR including all applicable taxes	Total Price in LKR including all applicable taxes
1.0	<u>Preliminaries</u>				
1.1	Providing and maintain mobilization advance payment guarantee as per Contract, from a bank acceptable to the Client	1	L.S.		
1.2	Providing and maintain a performance guarantee as per the contract from a bank acceptable to the Client	1	L.S.		
1.3	Providing and maintain a insurance covers including contractor work, third party , equipment , personal accident cover and workman's compensation as per contract. (2.5 of c.c)	1	L.S.		
1.4	Providing security the site until handing over, for protecting and safe guarding the work, materials and plant against damage trespass or theft and other required precautions.	1	L.S.		
1.5	Allow for lump sum for providing all necessary safety measures to workmen at site conforming to the latest industrials safety regulations and as directed by the Engineer.	1	L.S.		
1.6	Allow lump sum for temporary work to provide site office, store cadjan shed, etc. as per the requirement under the contract, to the approval of Engineer.	1	L.S.		
1.7	Allow lump sum for mobilization, demobilization, removal of the rubbish and clearing up site on completion, all in good order and handing over.	1	L.S.		
1.8	Issuing Soil health card to each and every farmers.	1	L.S.		
1.9	Providing maintenance tool kit for farmer	1	L.S.		

1.10	Safety tools kit for staff (Gam boots, safety cap, Jacket ,Training kit with bag)	1	L.S.		
Sub Total for preliminaries in LKR including all applicable taxes					
2.0	<u>Tank Bund</u>				
2.1	Light jungle clearing inclusive of cutting and removing 300mm girth trees uprooting, burning, clearing 30m away from the bund.	3.2	Ha		
2.2	Cutting 1800-2400mm girth trees, uprooting removing from reservation.	2.0	Nr		
2.3	Removing anthills and application of insecticides, refilling with a selected earth.	5.0	Nr		
2.4	Stripping top soil on bund to a depth of 6" to receive new earth, remove all roots and throw out the reservation.	19375.0	m ²		
2.5	Benching on tank bund slopes to receive new earth by machinery.	394.0	m ³		
2.6	Earth excavation from selected borrow area, loading ,transporting to the bund ,spreading 150 mm thick layer by layer, watering & compaction.(transport within 1 Km)	16300.0	m ³		
2.7	Gravel excavation loading transport and compacting for tank bund (transport within 1 Km)	382.0	m ³		
2.8	Turfing to new earth filled area including cutting, laying and watering till turf takes roots.(transport within 1 Km)	7787.0	m ²		
Sub Total for Tank Bund in LKR including all applicable taxes					
3.0	<u>Repairing Tower sluice RB & LB</u>				
3.1	Earth excavation (Ordinary soil) in foundation and refilling.	5.0	m ³		
3.2	1:3:6 (25mm) Cement concrete including mixing, placing and compaction.	8.2	m ³		
3.3	1:2:4 (19mm) Cement concrete including mixing, placing and compaction.	0.3	m ³		

3.4	Supplying, cutting, bending, laying and binding (with 16 BWG binding wires) Mild Steel Reinforcement to slabs, beams, lintels, columns, stair cases, etc. (Diameter greater than 6mm).	8.0	Kg		
3.5	Supplying, cutting, bending, laying and binding (with 16 BWG binding wires) Tor Steel Reinforcement to slabs, beams, lintels, columns, stair cases, etc.	14.0	Kg		
3.6	Supplying 9" Dia: Concrete pipes	9.6	m		
3.7	Supplying 48" Dia: Concrete pipes	2.4	m		
3.8	Laying and joining 9" Dia: Concrete pipes	9.6	m		
3.9	Laying and joining 48" Dia: Concrete pipes	2.4	m		
3.10	Transporting 9" & 48" Dia: Concrete pipes	1	L.S.		
3.11	Fixing Furnish and install in 225mm dia. Cast iron spindle	3.0	m		
3.12	Shuttering in 1" thick class II timber including removing.	26.0	m ²		
3.13	Construction two numbers of shade for the sluices with 2" dia GI pipes and 0.47 aluminum sheet etc. as directed	1	L.S.		
Sub Total for Sluice in LKR including all applicable taxes					
4.0	<u>Construction of Spill way</u>				
4.1	Earth excavation (Ordinary soil) in foundation and refilling.	30.0	m ³		
4.2	Selected earth cutting and forming soil heap by dozer. (D4D)	750.0	m ³		
4.3	1:3:6 (25mm) Cement concrete including mixing, placing and compaction.	31.7	m ³		
4.4	Shuttering in 1" thick class II timber including removing.	100.7	m ²		
Sub Total for Spill in LKR including all applicable taxes					
5.0	<u>Channel Improvement</u>				
5.1	Light jungle clearing inclusive of cutting and removing 300mm girth trees uprooting, burning, clearing 30m away from the Cannel bund.	0.5	Ha		
5.2	Weeding and under brushing	0.6	Ha		

5.3	Cutting trench / channel by backhoe machine (120) and disposing earth beside.	2340.0	m ³		
5.4	Earth excavation (120 Excavator) and loading from burrow pits and transporting up to 1Km and forming canal bund including spreading, trimming and ramming by manually	1026.0	m ³		
5.5	Earth excavation (Ordinary soil) in foundation and refilling.	77.0	m ³		
5.6	Rock required blasting.	65.0	m ³		
5.7	Turfing to new earth filled area including cutting, laying and watering till turf takes roots.(transport within 1 Km)	1620.0	m ²		
5.8	1:3:6 (25mm) Cement concrete including mixing, placing and compaction.	168.3	m ³		
5.9	1:2:4 (19mm) Cement concrete including mixing, placing and compaction.	23.3	m ³		
5.10	Supplying, cutting, bending, laying and binding (with 16 BWG binding wires) Tor Steel Reinforcement to slabs, beams, lintels, columns, stair cases, etc.	1655.0	Kg		
5.11	Supplying 4" Dia: Concrete pipes	48.0	m		
5.12	Laying and joining 4" Dia: Concrete pipes	48.0	m		
5.13	Transporting 4" Dia: Concrete pipes	L.S.	1		
5.14	Shuttering in 1" thick class II timber including removing.	1524.0	m ²		
Sub Total for Channel Improvement in LKR including all applicable taxes					
6.0	Improvement of Access Road				
6.1	Cutting Side drains by backhoe machine (120) and disposing earth beside.	540.0	m ³		
6.2	Gravel excavation loading transport and compacting for Access Road (transport within 1 Km)	675.0	m ³		
Sub Total for Access Road in LKR including all applicable taxes					

7.0		General			
7.1	Allow lump sum for Provide for erecting of name board with G.I. pipe frame work of 1650 mm x 1050 mm to fix at 2100 mm height as directed by engineer.	L.S.	1		
7.2	Supply and Placing Granite tile rate shall include making the plaque, writing text, loading and unloading, fixing in position in the concrete structure and including the curtain specially as directed by the engineer.	L.S.	1		
7.3	Supplying Remote senses Depth gauge	L.S.	1		
7.4	Fixing Remote senses Depth gauge	L.S.	1		
7.5	Supplying two numbers BRC Flume	L.S.	1		
7.6	Fixing two numbers BRC Flume	L.S.	1		
7.7	Supplying Rain gage	L.S.	1		
7.8	Fixing Rain gage	L.S.	1		
7.9	Quality control for Scheme work	L.S.	1		
Sub Total for General in LKR including all applicable taxes					
Total Civil Cost- (2.0 + 3.0 + 4.0+ 5.0+6.0+7.0)					
Total Civil Cost in LKR including all applicable taxes					
VAT 15%					
Total Preliminaries in LKR including all applicable taxes					
Total Project Cost in LKR including all applicable taxes					
Total amount in words in LKR including all applicable taxes					

BIDDER'S COMMENTS/REMARKS:

1. _____
2. _____

BIDDER'S TERMS AND CONDITIONS:

1. Validity of Offer: _____ Six (6) months after the closing date of the tender



2. Terms of delivery: _____(Recommended DDP)
3. Terms of payment/payment schedule: _____
4. Delivery period guaranteed from contract's signature: _____

Name of Bidder's Authorized Representative: _____

Authorized signature and stamp: _____

Date: _____



PART C - BIDDER'S QUESTIONNAIRE ACTED Sri Lanka

Date:

Tender N°: T/08DLY/18E/RHA/Colombo/16-12-2018/01

A. Company Name:**B. Company Owner(s) / Partners full names:**

- 1
- 2
- 3
- 4

C. Company Legal Authorized Representative for this Tender:

Complete Name: _____

Position in the Company: _____

Signature: _____

D. Additional Information about the Company:

1 Official Date of Company Registration:

2 Company national license registration number (**copy shall be attached**):

3 National License expiration date:

4 Company Type / Profession as per Registration: _____

5 Full Name of the Three Company Representatives: _____

Name	Position	Location	Mobile Number

6 Total number of full time employees:

7 Number of senior and site engineers with their specialization and experience (**resumes shall be attached**):

Number	Position	Specialization	Years of experience
1			
2			
3			

8 Company address (main office and area office where this project is being implemented):

Main officeLocal office(s) where the project is implemented

9 Company Telephone Number:

10 Company Fax Number:

11 Company Email Address:

12 Have you worked with NGOs before? If Yes, please list them with detailed information (if needed please provide separate list; a contact person for each contract shall be mentioned):



-
-
-
-
-

13 Have you worked on similar types of projects before? If Yes, please list them below with detailed information (if needed please provide separate list):

-
-
-

14 Bank Accounts by the name of company **(with print of past 6 months bank statement)**:

In Sri Lanka	In Europe	Others

(Please mention yes or no only)

E. Past Performances:

1 Contract Award History
Please list the last works contracts awarded by your company since the past two years

No	Project Description	Location	Partner Name	Duration	Project Cost LKR
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Please provide the copy of the previous contracts listed above (prices may be hidden) as well as on-going and completed constructions pictures.

2 Company Assets as of October 1st 2018:



Please list your company's main assets (machines, equipment, premises & warehouses, trucks & heavy machines, production center, etc); please note that ACTED reserves the right to visit the listed facilities and request an inspection visit of the listed equipment. **Copies of licenses is required with the bid.**

No	Description	Location/Address	Quantity	License number
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

F. Company ability;

1. Does the company have the ability to provide ACTED with a guarantee letter from a third reliable party (local community, well-known company, government agencies or local agencies).

YES NO

2. Does the company have the ability to deposit 5% of contract amount as guarantee (Bank performance guarantee), which will be blocked by ACTED officially until the project and as well as the guarantee period are successfully completed.

YES NO

3. Does the company have the ability to guarantee the project quality for 12 months, after 100% completion of the project.

YES NO

4. Did the company fail in implementing any of its past projects by any reason? If YES, please provide ACTED with complete details in below table.

YES NO

No	Project Description	Location	Client Name	Failure Reason	Contract value (USD)
1					
2					
3					
4					
5					

5. Did you assess the project site (technical, social/security, economical) before elaborating your bills of quantities and offer? If yes, please detail the site visit date and the persons (internal to the company or external) attending the visit and their roles. Please provide pictures of the site visit and explain how the site could be precisely located.



6. Where did you get prices for materials, services included in the offer?

7. Did you consider all possible risks when elaborating technical offer form & work plan (natural disasters, seasonal road closure, security issues, etc)? Please detail mitigation measures toward each of the risks identified.

8. Were any technical & administrative information missing in ACTED call for tender documents provided? If yes please detail below.

9. Do you have the capacity to assign 2 persons of your company on a full time basis in the project site: 1 civil engineer and 1 social organizer?

I undersigned _____, certify that I am the designated legal representative of this Company, that the information provided above is correct and I am aware of the fact that I will be held responsible for providing false information.

I declare and certify that the information above is true and accurate to the best of my knowledge. I understand and accept any false or inaccurate information may result in the cancellation of any offer made by the Bidder, even if discovered later.

Name _____

Position: _____

Signature & Stamp: _____

Date: _____



PART D - BIDDER'S ETHICAL DECLARATION ACTED Sri Lanka

Date: _____

Tender N°: T/08DLY/18E/RHA/Colombo/16-12-2018/01

Tenderer's name: _____

Tenderer's address: _____

CODE OF CONDUCT:

A. Labour Standards

The labour standards in this code are based on the conventions of the International Labour Organisation (ILO). Also contractor have use to local labour in the project village minimum 30%.

- *Employment is freely chosen*

There is no forced, bonded or involuntary prison labour. Workers are not required to lodge `deposits' or their identity papers with the employer and are free to leave their employer after reasonable notice.

- *Freedom of association and the right to collective bargaining are respected*

Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively. The employer adopts an open attitude towards the legitimate activities of trade unions. Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

- *Working conditions are safe and hygienic*

A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment. Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers. Access to clean toilet facilities and potable water and, if appropriate, sanitary facilities for food storage shall be provided. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers. The company observing the standards shall assign responsibility for health and safety to a senior management representative.

- *Child Labour shall not be used*

There shall be no new recruitment of child labour. Companies shall develop or participate in and contribute to policies and programmes, which provide for the transition of any child found to be performing child labour to enable her/him to attend and remain in quality education until no longer a child. Children and young people under 18 years of age shall not be employed at night or in hazardous conditions. These policies and procedures shall conform to the provisions of the relevant International Labour Organisation (ILO) standards.

- *Living wages are paid*



Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks. In any event wages should always be high enough to meet basic needs and to provide some discretionary income. All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment, and about the particulars of their wages for the pay period concerned each time that they are paid. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express and informed permission of the worker concerned. All disciplinary measures should be recorded.

- *Working hours are not excessive*

Working hours comply with national laws and benchmark industry standards, whichever affords greater protection. In any event, workers shall not on a regular basis be required to work in excess of the local legal working hours. Overtime shall be voluntary, shall not exceed local legal limits, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

- *No discrimination is practised*

There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

- *Regular employment is provided*

To every extent possible work performed must be on the basis of a recognised employment relationship established through national law and practice. Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

- *No harsh or inhumane treatment is allowed*

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

B. Environmental Standards

Suppliers should as a minimum comply with all statutory and other legal requirements relating to the environmental impacts of their business. Detailed performance standards are a matter for suppliers, but should address at least the following:

- *Waste Management*

Waste is minimised and items recycled whenever this is practicable. Effective controls of waste in respect of ground, air, and water pollution are adopted. In the case of hazardous materials, emergency response plans are in place.

- *Packaging and Paper*

Undue and unnecessary use of materials is avoided, and recycled materials used whenever appropriate.

- *Conservation*

Processes and activities are monitored and modified as necessary to ensure that conservation of scarce resources, including water, flora and fauna and productive land in certain situations.



- *Energy Use*

All production and delivery processes, including the use of heating, ventilation, lighting, IT systems and transportation, are based on the need to maximise efficient energy use and to minimise harmful emissions.

- *Safety precautions for transport and cargo handling*

All transport and cargo handling processes are based on the need to maximise safety precautions and to minimise potential injuries to ACTED beneficiaries and staff as well as the suppliers's employees or those of its subcontractors.

C. Business Behaviour

The conduct of the supplier should not violate the basic rights of ACTED's beneficiaries.

The supplier should not be engaged

1. in the manufacture of arms
2. in the sale of arms to governments which systematically violate the human rights of their citizens; or where there is internal armed conflict or major tensions; or where the sale of arms may jeopardise regional peace and security.

D. ACTED procurement rules and regulations

Suppliers should comply with ACTED procurement rules and regulations outlines in ACTED Logistics Manual Version 1.2. or above. In particular, ACTED's procurement policy set out in Section 2.1 and 2.4. (contract awarding). By doing so, Suppliers acknowledge that they do not find themselves in any of the situations of exclusion as referred to under section 2.4.2.

Operating Principles

The implementation of the Code of Conduct will be a shared responsibility between ACTED and its suppliers, informed by a number of operating principles, which will be reviewed from time to time.

ACTED will:

1. Assign responsibility for ensuring compliance with the Code of Conduct to a senior manager.
2. Communicate its commitment to the Code of Conduct to employees, supporters and donors, as well as to all suppliers of goods and services.
3. Make appropriate human and financial resources available to meet its stated commitments, including training and guidelines for relevant personnel.
4. Provide guidance and reasonable non-financial support to suppliers who genuinely seek to promote and implement the Code standards in their own business and in the relevant supply chains, within available resources.
5. Adopt appropriate methods and systems for monitoring and verifying the achievement of the standards.
6. Seek to maximise the beneficial effect of the resources available, e.g. by collaborating with other NGOs, and by prioritising the most likely locations of non-compliance.

ACTED expects suppliers to:

1. Accept responsibility for labour and environmental conditions under which products are made and services provided. This includes all work contracted or sub-contracted and that conducted by home or other out-workers.
2. Assign responsibility for implementing the Code of Conduct to a senior manager.
3. Make a written Statement of Intent regarding the company's policy in relation to the Code of Conduct and how it will be implemented, and communicate this to staff and suppliers as well as to ACTED.

Both parties will



1. require the immediate cessation of serious breaches of the Code and, where these persist, terminate the business relationship.
2. Seek to ensure all employees are aware of their rights and involved in the decisions which affect them.
3. Avoid discriminating against enterprises in developing countries.
4. Recognise official regulation and inspection of workplace standards, and the interests of legitimate trades unions and other representative organisations.
5. seek arbitration in the case of unresolved disputes.

Qualifications to the Policy Statement

The humanitarian imperative is paramount. Where speed of deployment is essential in saving lives, ACTED will purchase necessary goods and services from the most appropriate available source.

ACTED can accept neither uncontrolled cost increases nor drops in quality. It accepts appropriate internal costs but will work with suppliers to achieve required ethical standards as far as possible at no increase in cost or decrease in quality.

I undersigned, _____, agree to adopt the above Code of Conduct and to commit to comply with the labour and environmental standards specified, both in my own company and those of my suppliers.

Name & Position of Tenderer's authorized representative _____

Authorized signature _____



BIDDER'S CHECK LIST ACTED SRI LANKA

Date: _____

Supplier Code: _____

Tender reference: T/08DLY/18E/RHA/Colombo/16-12-2018/01

BEFORE SENDING YOUR BIDDING DOCUMENTS, PLEASE CHECK THAT EACH OF THE FOLLOWING COMPONENTS IS COMPLETE AND RESPECTS THE FOLLOWING CRITERIA :

DESCRIPTION	To be filled in by Bidder		To be filled in by Opening Committee (For ACTED use only)		Comments (For ACTED use only)
	Yes	No	Yes	No	
1. An original and one copy of the bid have been provided (compulsory)					
2. PART A – Instructions to Bidders is attached, filled, signed and stamped by the supplier. (compulsory)					
3. PART B – Offer Form is attached, filled, signed and stamped by the supplier. (compulsory)					
4. The bid prices are in Sri Lanka Rupees and at least all columns of items applied to have been filled compulsory (except for Supplier's specification, Country of Origin and Brand Name, not compulsory)					
5. PART C – Company Profile Form is attached, filled, signed and stamped by the supplier. (compulsory)					
6. PART D – (form PRO-06-02)– Bidder's Ethical Declaration is attached, filled, signed and stamped by the supplier. (compulsory)					
7. The Bidding documents are filled in English. (compulsory)					
8. ANNEXES – Proofs of past performances in a similar field of activity (e.g. past similar services deliveries in Sri Lanka) are provided (recommended).					
9. ANNEXES – Application Letter on Company Template					
10. ANNEXES – A Copy of Company registration documents and license are included. The ID of the legal representative of the company. (compulsory)					
11. ANNEXES – Color pictures (or samples) of item(s) are included					
12. ANNEXES – Bid Security					



13. ANNEXES – Details of major equipments owned by bidders and any other materials required to carry out the contract					
14. ANNEXES – Certificate of Membership of National Constructors Association of Sri Lanka (NCASL)					
15. ANNEXES – Construction workplan					
16. ANNEXES – Authority to seek references from the bidder's bank					
17. ANNEXES – Details of available liquid assets and credit facilities					
18. ANNEXES – Application letter on company template					

Name & Position of Bidder's authorized representative _____

Authorized signature _____



ACTED

T/08DLY/18E/RHA/Colombo/16-12-2018/01