



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

Date: 30/09/2019

Tender reference: **T/08DBM/92D/TOA/COLOMBO/30.09.2019/04**

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:              | <b>MSME Assets for Badulla District – 20 Lots</b>              |
| 2. Service class / category: | Supply and Works   |
| 3. Made in (Service origin): | National and International                                     |
| 4. Service stage:            | According to the attached technical specification and designs. |
| 5. INCOTERM:                 | DDP  |
| 6. Terms of shipment:        | Within Badulla district / As per annex A                       |
| 7. Quantity:                 | As per the attached offer form                                 |

### **RESPONSIBILITIES OF THE CONTRACTOR:**

- |                           |  |
|---------------------------|--|
| 1. Terms of delivery:     | Vehicles, Equipment, Polytonal, Net houses, Machineries, Cattle shed buildings to the locations in Annex A |
| 2. Date of delivery:      | Within 6 months upon contract signature  |
| 3. Validity of the offer: | 6 Months   |

### **The answers to this tender should include the following general elements:**

1. Details of the legal status of the bidder (Sole proprietor, Partnership, Company etc.);
2. Details of the authorized representative and copy of ID and power of attorney, where applicable;
3. Application Letter on Company Template.

### **For lots related to machines and equipment, tools etc. (Lots 1-16), the answers to this tender should include the following specific elements:**

1. A written quotation including all the Brand and Model, the price per unit, quantity proposed and unit, and total price (including VAT and all other related taxes and import duties), brochures, color photographs need to be attached for every item;
2. The price shall include all the transport, installation, demonstration costs related to the items.
3. The supplier shall be required to attached details of the services to be provided within the warranty period;
4. Details on the availability of spare parts and aftersales services beyond the end of the warranty period also need to be detailed in the bid documents.
5. Business registration documents and license;
6. Dealer Authorization Letter (recommended for national suppliers) and Manufacture Authorization Letter (recommended for international suppliers);
7. Proposed payment schedule;
8. Certification of ISO or SLS (recommended);
9. Sample color photos of the machineries and equipment shall attach with tenders. At the tender analysis stage, the sample will be physically checked by ACTED staff and the relevant MSME before signature of the contract;
10. A company profile and list of clients:



**For lots related to Construction (Lots 17 -20):**

1. Details of major equipment owned by bidder and any other materials required to carry out the contract;
2. 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**);
3. **Construction:** 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 2 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;
4. Completed construction work plan;
5. Details of the total monetary value of construction work performed by the bidder for each of the previous two years;
6. Experience proof (Color pictures) in works of a similar nature and size for each of the last two years;
7. Details of technical staff with the necessary qualifications and experience in site management and project management;
8. Evidence of adequacy working capital to complete the contract on time;
9. Details of available liquid assets and /or credit facilities available to the contractor exclusive of any advance payment;
10. A bid security in the amount of 1% of the total construction cost.

**SPECIFIC CONDITIONS APPLICABLE TO ALL LOTS:**

1. **Please note that ACTED will need to follow Europe Aid's Guidelines concerning the rules on origin and nationality. For more information, Europe Aid procurement guidelines are fully detailed in PRAG**  
[\(\[http://ec.europa.eu/europeaid/prag/welcome.do?header\\\_description=Manuel+DEVCO+des+proc+edures+financi%E8res+et+contractuelles+Applicable+aux+actions+ext%E9rieures+financ%E9es+par+le+budget+g%E9n%E9ral+de+LUE+ET+du+11e+FED&header\\\_keywords=ePrag+%2C+europ+allocable=en\]\(http://ec.europa.eu/europeaid/prag/welcome.do?header\_description=Manuel+DEVCO+des+proc+edures+financi%E8res+et+contractuelles+Applicable+aux+actions+ext%E9rieures+financ%E9es+par+le+budget+g%E9n%E9ral+de+LUE+ET+du+11e+FED&header\_keywords=ePrag+%2C+europ+allocable=en\)\)](http://ec.europa.eu/europeaid/prag/welcome.do?header_description=Manuel+DEVCO+des+proc+edures+financi%E8res+et+contractuelles+Applicable+aux+actions+ext%E9rieures+financ%E9es+par+le+budget+g%E9n%E9ral+de+LUE+ET+du+11e+FED&header_keywords=ePrag+%2C+europ+allocable=en). In particular, rules of origin & nationality are detailed in section 2.3.1 of PRAG2016, and further in annex B.
2. **ACTED reserves the right to exclude products or reject suppliers' bids from certain origins or nationality with regard to guidelines of Europe Aid (please refer to Annex B)**
3. For any interested bidders, it is mandatory to request Technical Specification and Design forms (annex C, D, E and F) through ACTED in Sri Lanka. Please send your request to [srilanka.tender@acted.org](mailto:srilanka.tender@acted.org) and cc. [tender@acted.org](mailto:tender@acted.org);
4. Prices of the above procurement must include VAT;
5. Bid prices shall be in LKR ;
6. Language of Bid :The language of the bidding document shall be English;
7. The supplier has the option to visit and examine MSME areas and the delivery point in the Badulla District. The delivery locations are provided in Annex A of these tender documents for price determination.
8. Bid price: The Bidder shall fill in rates and prices for all items and works described in the Offer Form and the Price shall include all the transport, installation and any other costs related to the assets including VAT.
9. The separate bid documents should be submitted for each lot in the bid documents and also the supplier should be submit the set of **original** and **copy** of the bid documents separately.
10. The supplier has the option to submit different options. If the required assets specifications are as different or equal or close to the supplier assets then the supplier can submit the options in the same lot bid documents. Options should be mentioned clearly. (If there are two options two OFFER FORMS should be submitted and should be numbered as option 01 and option 02 etc).
11. **The Bidder or his representative is invited to attend pre-bid meetings either at the**
  - a) **ACTED No.24, Rajasinghe Mawatha, Colombo 06 at 09.30am on 10/10/2019; or**
  - b) **ACTED, No 325/3/A, Kanupelalla, Badulla, Sri Lanka at 09.30am on 11/10/2019.**



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.

**12. It is mandatory for bidders to bid for all items in the lot for which they are applying. Bidders can apply for one or several lots. There is no limit as to the number of lots that a bidder can apply to.**

13. Site Visit and Pre-Bid Meeting:

- The Bidder is advised to visit and examine the MSME sites and 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 supply of equipment or service and construction of the Works. The costs of visiting the MSME areas and 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.

14. 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.

15. Adjudicator: All disputes shall be referred for adjudication by the following procedure:

- Logistics Officer
- Technical Advisor

16. The asset distribution date shall be within 06 month from the contract signed date. If there any problems about in the asset distribution the supplier shall responsible for the problems.

17. Contract: The following documents also form part of the Contract:

- Agreement
- Letter of Acceptance
- Post Tender Correspondences (if any)
- Contractor's Bid
- Specifications
- Samples (Color photo)
- Drawings/design
- Bill of Quantities
- Work plan
- Form of Performance Bond (for construction contracts)
- Form of specified Guarantee for mobilization advance payment (for construction contracts)

18. 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.



19. 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.
20. **The selected Bidder shall deliver the assets to MSME on weekdays between 08.30am to 04.00pm. Outside of these times, selected bidders are not authorized to deliver assets.**
21. All bidders should follow standard specifications for the relevant Tools & Equipment and Machineries and the construction (maintenance of buildings).
22. All bidder should follow the annexed material specifications according to the relevant packages
23. **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.
24. Program: The Contractor shall submit a Programme for the works within 14 days of the contract signature.
25. Unit prices are to be filled in writing and in numbers.
26. Unit prices are fixed for 06 Months, and No Consideration for extra allowance will be given to compensate for increase or decreases of quantities, whether small or substantial.
27. Payments
  - For late payments interest payment is not applicable and "The Client shall pay each payment certificate" or confirmation report base on completion stage of work with the following "the Client shall pay the Contractor the amounts certified by ACTED's Construction Officer or Project Manager within 30 days of the date of each certificate."
28. Interest payment is not applicable
29. Liquidated Damages
  - The liquidated damages for the whole of the contract shall 0.05% per day initially as well round figure decided by the Project Manager according submitted work plan.
  - The maximum amount of Liquidated Damages is 10% (ten percent) of the Initial Contract Price.
30. Payment upon Termination: The contractor is only eligible for payment after completing a minimum of 25% of works. Should the contractor seek to terminate the contract prior to completing 25% of the works, then the contractor will not be eligible for any payment.
31. 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. The bids which are not substantially responsive to the requirements of the bidding documents will be rejected.
32. 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 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, ACTED may extend the deadline for submission of bids.
33. 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.
34. No bid may be modified by the bidder, after the deadline for submission of bids.
35. 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.
36. 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.
37. 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.



**SPECIFIC CONDITIONS APPLICABLE FOR LOTS 1-16 ONLY:**

1. All machines, equipment's, tools and other required items should be delivered to the locations listed in Annex A in their original condition. If such delivered machines contain any damages or any other errors are found during the delivery time/installation, the supplier will be responsible for that damages or errors and the supplier should be provided with new machines/equipment/tools. The cost of providing such new machines/equipment/tools will be borne by the supplier;
2. The supplier shall not supply re-conditioned or second hand machines. Only the brand new machines should be supplied.

**SPECIFIC CONDITIONS APPLICABLE FOR LOTS 17-20 ONLY:**

1. All technical condition of contract are applicable from Standard Bidding Document- Procurement of Works [(CIDA/SBD/ 01 –First Edition, (Reprinted with amendments), January 2004 and ACTED's procurement procedures;
2. **The bid security of the successful bidder will be returned when the bidder or contractor has signed the contract and furnished the required bid security 1% of the total construction cost with the bid documents;**
3. **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;**
4. **Performance bond: the performance bond should be 5% of the initial contract price. The bid bond/security will only be released once the performance bond has been submitted;**
5. **Advance Payment and Security: Advance payment shall be 20% of the initial Contract Price within 14 days of the contractor submitting an acceptable guarantee;**
6. 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.
7. 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 ACTED's Construction Officer before commencing the construction works.
8. 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 fulfillment of his obligations under the contract. Any changes in quantities from the Bill of Quantities must receive prior approval from the client via a variation order and a contract amendment from the client.
9. On submission of Bills by the Contractor, ACTED's Construction Officer 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 ACTED's Construction Officer 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;
10. Any additional item that entails additional cost, supplied and/or installed by the Contractor without the prior approval of ACTED's Project Manager will not be measured and reimbursed.
11. All bidders should follow standard specifications for the relevant construction (maintenance of buildings, installation of Fences, construction of water tank. etc.).
12. The successful bidder must be prepared to submit as-built drawings if requested by ACTED's Construction Officer.
13. For the BOQ and drawings of the construction lots, bidders should refer to Annexes C, D, E, F, Bidders can use the construction number in order to identify the correct Bo and drawings.



**GENERAL CONDITIONS:**

1. The **closing date and time** of this tender is fixed **on 30 / 10 / 2019 at 4.30pm** (Sri Lanka time). Bidders can submit bids at the following ACTED offices:
  - a. 24 Rajasinghe Maratha, Colombo 6, Sri Lanka.
  - b. No 325/3/A, Kanupelalla Road, Badulla, Sri Lanka.
 Bidders can also submit their tender by email to [srilanka.tender@acted.org](mailto:srilanka.tender@acted.org), cc [tender@acted.org](mailto:tender@acted.org)
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 necessarily result in the award of a contract.
5. The offer must be submitted to ACTED purchase department in a sealed envelope with the mentioned **"not to be opened before 01/11/2019"** and the purpose of the offer, or by email to [srilanka.tender@acted.org](mailto:srilanka.tender@acted.org), cc [tender@acted.org](mailto:tender@acted.org) with subject line **"MSME Assets for Badulla 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, late offers and incomplete offers will not be considered as a valid offer.
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."

*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](mailto: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 \_\_\_\_\_



**ACTED**

T/08DBM/92D/TOA/COLOMBO/30.09.2019/04