

Template Emergency ITB document



United Nations Population Fund (UNFPA)

No. 202-204, Baudhaloka Mawatha, Colombo – 07, Sri Lanka

Tel: +942280840

Website: www.unfpa.org

Date: 06 June 2023

Invitation to Bid (ITB) No. UNFPA/LKA/23/002

Dear Sir/Madam,

We hereby solicit your Bid for the following category of construction and refurbishment with the following technical specifications:

Renovation and Minor Construction Works - Establishment of a 'One Stop Crisis Centre - OSCC' within the Maternity Clinic of Colombo Municipal Council, at No. 86, Kirula Road, Colombo 05.

1. ***Minor demolitions, alterations and repairs to the existing structure.***
2. ***Structural and civil construction works, including construction / renovation of washrooms, roof inspection and repairs, minor alterations to the existing structure (doors and windows etc.), construction of semi-permanent structures [excavation and earthwork; concrete work; masonry work; water proofing; partition and suspended ceiling; floor, wall and ceiling finishes; painting]***
3. ***Door and window works [metal work; wood work]***
4. ***Electrical repairs and installation of electrical fittings wiring [wiring, installation of lights and fittings]***
5. ***Plumbing [plumbing and sanitary installation; hot and cold water supply system; sanitary fittings and fixtures; drainage]***
6. ***Drainage [sewer and waste water drainage system]***
7. ***Other building construction and renovation works as detailed in the BOQs***

1. REGISTRATION

INTERESTED PARTIES ARE REQUIRED to submit fill in the attached Bidder Identification Form and send to the secure email address indicated below no later than **Monday 12 June, 2023 at 12:00 noon Colombo Time.**

Documents required along with Bidder Identification Form:

1. Business Registration Certificate of the Bidder
2. CIDA Registration Certificate and Log Book (Grade C7 or above)
3. Details of Sub-Contractors used
4. List of Previous Contracts in the range of LKR 20 - 35 Million Range, of a similar nature, with details of the clients and their contact details for reference checking.

Please ensure to mark your **email title** with the ITB reference number and the words “ITB No: UNFPA/LKA/23/002 - Company Name”

Secure email address for submission of Bid Submission Form: lk-procurement@unfpa.org

Note: Do not submit your responses to any UNFPA staff email address!

2. BID PACKAGE

UNFPA will share the package of drawings and Blank BOQs with the respondents/bidders who meet the basic criteria.

3. SITE INSPECTION

The bidders who meet the basic criteria will be invited for a site visit by UNFPA.

Only TWO representatives from each contractor will be invited to the site visit with the UNFPA Officials and Architects.

Date and Time of the Site Visit: Tuesday 13 June 3 pm 2023

Location: *Maternity Clinic of Colombo Municipal Council, at No. 86, Kirula Road, Colombo 05.*

ONLY bidders who are registered and invited by UNFPA will be permitted to attend the Site Visit. Please contact gfernando@unfpa.org or call 0777402022 for site visit arrangements.

4. SUBMISSION OF THE BIDS

Bidding shall be conducted through ONE envelope. The technical bid containing the technical specifications and the financial bid containing the price information shall be submitted together.

BIDS must be submitted to the UNFPA Secure Email Address lk-procurement@unfpa.org

Note: Do not submit or copy your responses to any UNFPA staff email address!

Deadline for submission: 15:00 Hours (3.00 PM) Sri Lanka Time, on Monday, 19 June 2023

Documents to be submitted with the bid:

- a. Completed and signed Bid Submission Form
- b. Bid to demonstrate that specifications and requirements are in line with the required quality of the construction/renovation listed in the bidding documents. The ***BOQ Technical Template*** to be used, and required additional information to be attached.
- c. Financial bid including the price schedule, using the ***BOQ Financial Template***.

Partial bids are allowed under this ITB. Note: Partial bids mean that the bidder does not have to offer all requested services in order to submit a complete bid. However, within each service category, full service must be offered.

INCOTERMS 2010:

- DAP

Validity of Bid:

The prices of the bid shall be valid for (90 days) after the closing date of bid submission as specified by UNFPA. A bid valid for a shorter period shall be rejected by UNFPA.

Delivery Time:

The project must be completed within 3 months from the issuance of the Procurement Contract.

Bid Bond

Bidders are requested to place an irrevocable bid bond equivalent to LKR 150,000, when placing the bid, in favor of UNDP Representative, Account number: 1117106201, Standard Chartered Bank, bank code 7038, Head Office - York Street, Colombo – 01, Sri Lanka, Swift code: SCBLLKLX, Branch code - 001 obtained from a reputed and registered financial institution. The bid bond should be valid for 3 months from the date of submission. It will be released earlier, after finalization of the bid evaluations and selection of suppliers.

Performance Bond

The selected contractors are required to submit an irrevocable performance bond equivalent to 5% (five percent) of the total contract value at the time of signing the contract, obtained from a reputed and registered financial institution. It should be in favor of UNDP Representative, Account number: 1117106201, Standard Chartered Bank, bank code 7038, Head Office - York Street, Colombo – 01, Sri Lanka, Swift code: SCBLLKLX, Branch code - 001. Specific instructions on the template of the performance bond will be shared with selected contractors. UNFPA will receive full or part of the bond, if the bidders do not perform as agreed. A sample template of the bond is attached. Final template will be provided to selected contractors.

Liquidated damages

In the event of a Contract being issued and in case the Supplier fails to deliver/complete the establishment/construction all the shelters by the date or dates of delivery specified in the Purchase Order, UNFPA reserves the rights to claim liquidated damages from the Supplier and deduct 2% of the value of the contract pursuant to the Purchase Order per additional week of delay, up to a maximum of 10% of the value of the Purchase Order. The payment or deduction of such liquidated damages shall not relieve the Supplier from any of its other obligations or liabilities pursuant to any current contract or Purchase Order. Delays beyond 6 weeks may be subject to cancellation of the procurement contract.

Advance Payment

UNFPA can provide advance payments up to 40% of the total contract value if required by the contractor, subject to receipt of an irrevocable advance payment guarantee from a reputed and registered financial institution. It should be in favor of UNDP Representative, Account number: 1117106201, Standard Chartered Bank, bank code 7038, Head Office - York Street, Colombo

– 01, Sri Lanka. Swift code: SCBLLKLX, Branch code - 001. Specific instructions on the template of the advance payment guarantee be shared with selected contractors. UNFPA will receive full or part of the guarantee, if the bidders do not deliver goods in the value of the advance payment. A sample template of the guarantee is attached. Final template will be provided to selected contractors.

Payment Schedule

UNFPA's regular payment term is 30 days credit, to the registered bank account of the contractor. Contractors must agree to complete the work as per the contract and delivery schedule. Delivery schedule cannot be tied to the payment schedule, and contractors must have the required cash flows to deliver. The payment schedule will be based on the actual deliveries and work completion reports by the UNFPA architect.

Evaluation of Bids:

UNFPA shall compare all substantially responsive bids to determine the lowest priced substantially responsive bid.

A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a. affects in any substantial way the scope, quality, or performance of the goods and related services specified in the contract; or
- b. limits in any substantial way, inconsistent with the bidding documents, UNFPA's rights or the bidder's obligations under the contract; or
- c. if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

Contract Award:

UNFPA shall award the contract to the lowest priced bidder(s) per item/category of the three types of services mentioned whose bid has been determined to be substantially responsive with the bidding documents, including the maximum allowable lead time.

Note: Current UNFPA supplier policies apply to this solicitation and can be found at: <http://www.unfpa.org/suppliers>.

Attachments:

- **Bidders Identification Form**
- **UNFPA Sample Contract for Construction**
- **UNFPA Terms and Conditions for Construction**

1. Bid Submission Form

Name of Bidder: _____

Contact Person: _____

Title: _____

Email Address: _____

Telephone Number: _____

Date of Bid: _____

Bid No: _____

Currency of Bid price: _____

Delivery time (days from receipt of order till dispatch): _____

(Note: maximum number of days is: **90** days)

Expiration of Validity of Bid/Proposal (The bid shall be valid for a period of at least **90** months after the Closing date.): _____

Vendor's Comments:

I hereby certify that this company, which I am duly authorized to sign for, accepts the General Terms and Conditions of UNFPA <http://www.unfpa.org/resources/unfpa-general-conditions-contract> and we will abide by this bid/proposal until it expires.

We undertake, if our bid/proposal is accepted, to commence and complete delivery of all items in the contract within the time frame stipulated.

We understand that you are not bound to accept any bid you may receive and that a bidding contract would result only after final negotiations are concluded on the basis of the technical and price bids proposed.

Name and title

Date and Place

Rubber Stamp:

2. Bidders Identification Form
 Bid No. UNFPA/LKA/23/002

1. Organization

Company/Institution Name	
Address, City, Country	
Telephone/FAX	
Website	
Date of establishment	
Legal Representative (who will represent the company): Name/Surname/Position	
Legal structure: natural person/Co.Ltd, NGO/institution/other (please specify)	
Organizational Type: Manufacturer, Wholesaler, Trader, Service provider, etc.	
Areas of expertise of the organization	
Current Licenses, if any, and permits (with dates, numbers and expiration dates)	
Years supplying to UN organizations	
Years supplying to UNFPA	
Production Capacity	
Subsidiaries in the region (please indicate names of subsidiaries and addresses, if relevant to the bid)	
Commercial Representatives in the country: Name/Address/Phone (for international companies only)	

2. Quality Assurance Certification

International Quality Management System (QMS)	
List of other ISO certificates or equivalent certificates	

Presence and characteristics of in-house quality control laboratory (if relevant to bid)	
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3. Expertise of Staff

Total number of staff	
Number of staff involved in similar supply contracts	

4. Client Reference List

Please provide references of main client details.

Name of company	Contact person	Telephone	E-mail
1.			
2.			
3.			

5. Contact details of persons that UNFPA may contact for requests for clarification during bid evaluation

Name/Surname	
Telephone Number (direct)	
Email address (direct)	

P.S.: This person must be available during the next two weeks following receipt of bid

FORMATS OF PERFORMANCE SECURITY

PERFORMANCE BANK GUARANTEE

To: **UNFPA, No. 202-204, Bauddhaloka Mawatha, Colombo 07 (All remittances to be made to the Bank Account Name: UNDP Resident Representative, No. 202-204, Bauddhaloka Mawatha, Colombo 07)**

WHEREAS.....[INSERT NAME AND ADDRESS OF THE CONTRACTOR] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No....., dated....., to execute.....[INSERT TITLE OF CONTRACT AND BRIEF DESCRIPTION OF WORKS], (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby irrevocably affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of.....[INSERT AMOUNT OF GUARANTEE IN FIGURES AND IN WORDS], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of[INSERT AMOUNT OF GUARANTEE] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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 thereunder or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until twenty-eight calendar days after issuance of the Certificate of Final Completion.

SIGNATURE AND SEAL OF THE GUARANTOR

.....

NAME OF BANK

ADDRESS

DATE

PERFORMANCE BOND

By this Bond[INSERT NAME AND ADDRESS OF THE CONTRACTOR] as Principal (hereinafter called "the Contractor") and[INSERT

NAME, LEGAL TITLE AND ADDRESS OF SURETY, BONDING COMPANY OR INSURANCE COMPANY] as Surety (hereinafter called "the Surety") are held and firmly bound unto **UNFPA, No. 202-204, Bauddhaloka Mawatha, Colombo 07 (All remittances to be made to the Bank Account Name: UNDP Resident Representative, No. 202-204, Bauddhaloka Mawatha, Colombo 07)** as Obligee (hereinafter called "the UNFPA") in the amount of.[INSERT AMOUNT OF BOND IN FIGURES AND IN WORDS], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a contract with the UNFPA dated for [INSERT TITLE OF CONTRACT AND BRIEF DESCRIPTION OF THE WORKS] in accordance with the documents, plans, specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto) then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be , and declared by the UNFPA to be, in default under the Contract, the UNFPA having performed the UNFPA's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a bid or bids from qualified Bidders for submission to the UNFPA for completing the Contract in accordance with its terms and conditions, and upon determination by the UNFPA and the Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and UNFPA and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term " Balance of the Contract Price", as used in this

paragraph, shall mean the total amount payable by UNFPA to Contractor under the Contract, less the amount properly paid by UNFPA to Contractor; or

(3) pay the UNFPA the amount required by UNFPA to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the UNFPA named herein or the heirs, executors, administrators, successors and assigns of the UNFPA.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this.....day of.....2000

SIGNED ON:

SIGNED ON:

ON BEHALF OF:

ON BEHALF OF:

NAME &TITLE:

NAME &TITLE: