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Resilient nations.

INVITATION TO BID

Implement Construction Works

(ITB/GLED/05/2017)

UNDP is the UN's global development network, advocating for change and connecting countries to knowledge, experience and resources to help people build a better life. We are on the ground in 166 countries, working with them on their own solutions to global and national development challenges. The Governance for Local Economic Development Programme (GLED) is UNDP Sri Lanka's new flagship programme for strengthening governance capacities at District, Divisional and Provincial levels and improving socio-economic opportunities in vulnerable regions in the country.

GLED will focus on increasing the capacity of sub-national level governance institutions, civil society, the private sector and communities in order to foster access to enhanced public sector service delivery, socio-economic development, and social cohesion across the identified lagging regions, while securing the transition from recovery to development in the North and East. The Programme will help communities increase their production and "value-added" capacities and make use of productive infrastructure, new technologies and knowledge. Strengthened engagement with the private sector will increase the sustainability of livelihoods initiatives. Given the sub-national variations in Sri Lanka's human development index, GLED offers a comprehensive and targeted response.

To this effect, UNDP in Sri Lanka invites eligible National and or International Civil Work contractors meeting the respective minimum level of ICTAD registration in Building / Dredging & reclamation / Irrigation & Land drainage to submit Bids for the following LOTs on an **urgent basis**.

Lot Number	Description of Civil Works	Pre-Bid Meeting/Site Inspection	Minimum ICTAD Registration and Experience	Refundable Bid Security (LKR)
Lot 1:	Enhancing Boat Access Ways and Landing Sites for Oorani and Myliddythurai North at Tellipalai DS Division in Jaffna. JAF/RNRA/ 101335/001/06	Inspection time from 9:00 a.m to 10:00 a.m 6th July 2017 Pre-bid meeting at 2:00 p.m 6th July 2017 UNDP GLED Project Office, District Secretariat, Kandy Road, Jaffna	C7 Dredging & reclamation / C7 Irrigation & Land drainage / Registered organization with previous experience in similar nature of work	45,000.00
Lot 2:	Construction of Multi-Purpose Centre for Kankesanthurai South at Tellipalai DS Division in Jaffna. JAF/RNRA/101335/001/07	Inspection time from 10:30 a.m to 11:00 a.m 6th July 2017 Pre-bid meeting at	C7 Building	55,000.00

		2:00 p.m 6th July 2017 UNDP GLED Project Office, District Secretariat, Kandy Road, Jaffna		
Lot 3:	Establishing precleaning area, storage and roasting area for Pungudutivu Food Manufacturers at Pungudutivu in Velanai DS Division in Jaffna. JAF/ADP/87932/001/06	Inspection time from 12:00 noon to 1:00 p.m 6th July 2017 Pre-bid meeting at 2:00 p.m 6th July 2017 UNDP GLED Project Office, District Secretariat, Kandy Road, Jaffna	C8 Building	25,000.00

Eligible Civil Work Contractors are encouraged to bid for each individual LOT or multiple LOTs. Those bidders, who wish to submit Bids to multiple or all LOTs, must show proof of resources, financial capacity through the required level of ICTAD registration and similar projects successfully undertaken for the cumulative bid price. UNDP will NOT accept partial bids within each LOT and such bids will be rejected. Given the multiple and varied geographical locations of each project, sub-project and budget availability, UNDP reserves the right to award contracts to either individual, multiple or all LOTs to a bidder.

The Technical Drawings, Bill of Quantity (BOQ), Scope of Works and all solicitation bid documents can be collected free of charge from the above UNDP Project Office or from the below address from **3rd July – 17th July 2017 or downloaded free of charge from www.lk.undp.org > Operations > Procurement**. All bids must be clearly marked with the respective **ITB Ref Number** on the top left corner of the envelope.

The deadline for submission of the bids is 2.00 p.m 17th July 2017 Sri Lanka time and all bids must be sealed and delivered to the address below. *All late* offers will be rejected and returned to the bidder unopened. The bids will be opened immediately after the closure of the submission time and bidders are encouraged to participate in the bid opening.

Head of Procurement/Administration

United Nations Development Programme (UNDP)
202-204 Baudhaloka Mawatha
Colombo 07, Sri Lanka.

UNDP reserves the right to accept or reject any bid. The procurement process will be governed by the rules and regulations of the United Nations Development Programme (UNDP).

INVITATION TO BID

Implement Civil Construction Works

ITB/GLED/05/2017

SRI LANKA



United Nations Development Programme

July, 2017

Section 1. Letter of Invitation

SRI LANKA
July 2, 2017

ITB/GLED/05/2017

Dear M/S Bidder

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Bid Submission Form
- Section 4 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 5 – Form for Bid Security
- Section 6 – Form for Performance Security *[delete if not required]*
- Section 7 – Contract to be signed, including General Terms and Conditions

Your offer, comprising of a Technical Bid and Price Schedule, in separate sealed envelopes, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme
Head of Procurement/Administration
Procurement.lk@undp.org

If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Head of Procurement

Section 2: Instruction to Bidders¹

Definitions

- a) *“Bid”* refers to the Bidder’s response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *“Bidder”* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) *“Contract”* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *“Country”* refers to the country indicated in the Data Sheet.
- e) *“Data Sheet”* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *“Day”* refers to calendar day.
- g) *“Goods”* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) *“Government”* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *“Instructions to Bidders”* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *“ITB”* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *“LOI”* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) *“Material Deviation”* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.

¹ Note: this Section 2 - Instructions to Bidders shall not be modified in any way. Any necessary changes to address specific country and project information shall be introduced only through the Data Sheet.

- m) *“Schedule of Requirements and Technical Specifications”* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP’s receipt and acceptance of the goods.
- n) *“Services”* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.
- o) *“Supplemental Information to the ITB”* refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/about/transparencydocs/UNDP Anti Fraud Policy English FINAL june 2011.pdf](http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

- 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid:

- 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
- 6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.
8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF BID

9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

- 9.1 Bid Submission Cover Letter Form (see ITB Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
- 9.3 Technical Bid (see prescribed form in ITB Section 6);
- 9.4 Price Schedule (see prescribed form in ITB Section 7);
- 9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8);
- 9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.
- 10.2 UNDP shall endeavour to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

- 11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

15. Technical Bid Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Bidder shall structure the Technical Bid as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.
- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All bidders are therefore required to submit the following in their bids:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods".

- 15.3 Management Structure and Key Personnel – This section should include the

comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Bidder fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and

- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

- 18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:

- a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

- 18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this ITB; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
- e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
- f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another Bid, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

20. Alternative Bid

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative bid shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative bid.

21. Validity Period

21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location

specified in the **Data Sheet** (DS no. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION AND OPENING OF BID

23. Submission

23.1 The Technical Bid and the Price Schedule must be submitted together and sealed together in one and the same envelope, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :

- a) Bear the name of the Bidder;
- b) Be addressed to UNDP as specified in the **Data Sheet** (DS no.20); and
- c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24).

If the envelope is not sealed nor labelled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper sealing and labelling by the Bidder.

23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialled by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached

hereto as Section 11.

24. Deadline for Submission of Bid and Late Bids

Bid must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS no. 20 and 21).

UNDP shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by UNDP after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bid

- 25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.
- 25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.
- 25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submission, for which the Bid shall be returned unopened to the Bidder.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

E. EVALUATION OF BID

28. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

29. Evaluation of Bid

29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.1 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the bidder,

- or any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
- f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bid.

31. Responsiveness of Bid

UNDP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

If a Bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

32.3 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

32.4 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.5 Provided that the Bid is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

32.6 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Bid

- 33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.
- 33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/)

34. Award Criteria

Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related services, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign

and date the Contract and return it to UNDP.

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, UNDP may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectiveness of the Contract that will be signed by and between the successful Bidder and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceeds the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:
<http://www.undp.org/procurement/protest.shtml>

Instructions to Bidders

DATA SHEET²

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	ITB/GLED/05/2017
2		Title of Goods/Services/Work Required:	CIVIL WORKS
3		Country:	SRI LANKA
4	C.13	Language of the Bid:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input checked="" type="checkbox"/> Not allowed Partial Bids within each LOT is not permitted
6	C.20	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-Bid conference will be held on:	Time: 2.00 P.M for all three LOTs Date: 6 th July 2017 Venue: UNDP GLED Project Office, District Secretariat, Kandy Road, Jaffna. The UNDP focal point for the arrangement is: Ms. Amali Iresha Address: 202-204 Bauddhaloka Mawatha, Colombo 07 Telephone: 2 580 691 ext 1327 E-mail: amali.dommanige@undp.org
8	C.21.1	Period of Bid Validity commencing on the submission	<input checked="" type="checkbox"/> 120 days

² All DS number entries in the Data Sheet are cited as references in the Instructions to Bidders. All DS Nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state "n/a" but must not be deleted.

		date.	
9	B.9.5 C.15.4 b)	Bid Security	<input checked="" type="checkbox"/> Required Amount: LKR 45,000.00 for LOT 1 LKR 55,000.00 for LOT 2 LKR 25,000.00 for LOT 3 <input type="checkbox"/> Not Applicable Form: Bank Guarantee
	B.9.5	Acceptable forms of Bid Security ³	<input checked="" type="checkbox"/> Bank Guarantee (See Section 8 for template) <input type="checkbox"/> Any Bank-issued Check / Cashier's Check / Certified Check
11	B.9.5 C.15.4 a)	Validity of Bid Security	<input checked="" type="checkbox"/> 150 days from the last day of Bid submission. Bid Security of unsuccessful Bidders shall be returned. <input type="checkbox"/> Not Applicable
12		Advanced Payment upon signing of contract	<input type="checkbox"/> Allowed up to a maximum of 20% of contract ⁴ <input checked="" type="checkbox"/> Not Allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per week of delay: 0.5% Max. no. of weeks of delay: 20 weeks
14	F.37	Performance Security Retention Bond	<input checked="" type="checkbox"/> Required Amount :10% of Bid Amount Form: Bank Guarantee <input checked="" type="checkbox"/> Required Amount; 5% of contract Amount Period: 06 months from contract completion for Lot 1 & 2 04 months from contract completion for Lot 3
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	<input checked="" type="checkbox"/> Sri Lankan Rupees (LKR)

³ Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

⁴ If the advanced payment that the Bidder will submit will exceed 20% of the Price Offer, or will exceed the amount of USD 30,000, the Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents of the document in Section 10

16	B.10.1	Deadline for submitting requests for clarifications/ questions	10 July 2017
17	B.10.1	Contact Details for submitting clarifications/questions ⁵	Focal Person in UNDP: Ms. Amali Iresha Address: 202-204 Bauddhaloka Mawatha, Colombo 07, Sri Lanka Fax No. : 2 581116 E-mail address dedicated for this purpose: amali.dommanige@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Bidders by email or fax
19	D.23.3	No. of copies of Bid that must be submitted	Original : 01 (ONE) Copies : 01 (ONE)
20	D.23.1 b) D.23.2 D.24	Bid submission address	Attention: Procurement & Admin Unit United Nations Development Programme 202-204 Bauddhaloka Mawatha Colombo 07 Sri Lanka
21	C.21.1 D.24	Deadline of Bid Submission	Date and Time : July 17, 2017 2:00 PM
22	D.23.2	Manner of Submitting Bid	<input checked="" type="checkbox"/> Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	N/app
24	D.23.1 c)	Date, time and venue for opening of Bid	Date and Time: July 17, 2017 2:30 PM Venue : UNDP, 202-204 Bauddhaloka Mawatha, Colombo 07, Sri Lanka
25		Evaluation method to be used in selecting the most responsive Bid	<input checked="" type="checkbox"/> Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and <input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive Bid
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed Ten (10) pages, including printed brochures and product catalogues relevant to the goods/services

⁵ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

		<p>"Certified True Copy" form only)</p> <p><i>[check all that apply, delete those that will not be required.]</i></p>	<p>being procured</p> <p><input type="checkbox"/> Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation</p> <p><input type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</p> <p><input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation</p> <p><input type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any</p> <p><input type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past years; <i>[2 years]</i></p> <p><input type="checkbox"/> Evidences to have the adequate bank credit facilities.</p> <p><input type="checkbox"/> Evidences to have the sufficient manpower competent to perform the project.</p> <p><input type="checkbox"/> Evidences to have the required machineries to perform the project.</p> <p><input type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past <i>3 years</i></p> <p><input type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details)</p>
27		Other documents that may be Submitted to Establish Eligibility	Valid/Updated ICTAD Registration
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	<i>N/app</i>
29	C.15.2	Latest Expected date for commencement of Contract	<i>ASAP</i>
30	C.15.2	Maximum Expected duration of contract	04 Months
31		UNDP will award the contract to:	<p><input type="checkbox"/> One Bidder</p> <p><input checked="" type="checkbox"/> One or more Bidders, depending on the following factors: <i>[Each LOT can be separately</i></p>

			awarded or multiple LOT s per bidder or all LOTs to one bidder depending on technical compliance, ICTAD qualifications and capacity]
32	F.34	Criteria for the Award and Evaluation of Bid	<p><u>Award Criteria</u></p> <p><input checked="" type="checkbox"/> Non-discretionary “Pass” or “Fail” rating on the detailed contents of the Schedule of Requirements and Technical Specifications</p> <p><input checked="" type="checkbox"/> Compliance on the following qualification requirements :</p> <p><input checked="" type="checkbox"/> In a scenario where a Bidder is lowest in more than one Lot but does not have capacity to execute multiple Lots UNDP shall use the following award criteria:</p> <p>a) Overall least price combination across Lots to UNDP based on different combinations of award.</p> <p>b) Preference to award a Lot to a bidder in the event that there may not be other technically responsive bids for that Lot to ensure there is coverage for all Lots;</p> <p>c) Irrespective of determined capacity to undertake more than one lot, UNDP may decide at its discretion to award Lots to different bidders to reduce risk of delivery.</p> <p><u>Bid Evaluation Criteria⁶</u></p> <p><input checked="" type="checkbox"/> Minimum no. of years of experience: <i>[02 years]</i>;</p> <p><input checked="" type="checkbox"/> Minimum no. of construction projects in similar nature undertaken within last Five years: <i>[02 Projects]</i>;</p> <p><input checked="" type="checkbox"/> Minimum no. of construction projects in similar money volume of undertaken within last five years: <i>[01 Project]</i>;</p> <p><input checked="" type="checkbox"/> Full compliance of Bid to the Technical Requirements;</p>
33	E.29	Post qualification Actions	<p><input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</p> <p><input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the</p>

⁶ Pls. reconcile and ensure consistency with the contents of the Technical Specifications

			<p>evaluation team;</p> <p><input type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</p> <p><input type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;</p> <p><input type="checkbox"/> Testing and sampling of completed goods similar to the requirements of UNDP, where available; and</p> <p><input type="checkbox"/> Others <i>[click here to specify]</i></p>
34		Conditions for Determining Contract Effectively	<p><input checked="" type="checkbox"/> UNDP's receipt of Performance Bond</p> <p><input type="checkbox"/> UNDP's approval of plans, drawings, samples, etc.</p> <p><input type="checkbox"/> Others <i>[click here to specify]</i>.</p>
35		Other Information Related to the ITB ⁷	<i>[All other instructions and information not mentioned in DSs 1-33 but are relevant to the ITB must be cited here, and any further entries that may be added below this table row.]</i>

Section 3a: Schedule of Requirements and Technical Specifications

*** please refer to the attached a) Tender BOQ b) Scope of works and c) Pricing preambles**

⁷ Where the information is available in the web, a URL for the information may simply be provided.

Section 3: Bid Submission Form⁸

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

Sri Lanka
7/17/2017

To: Head of Procurement, UNDP

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for **[insert: title of goods and services required as per ITB]** in accordance with your Invitation to Bid dated **[insert: bid date]**. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for **[insert: period of validity as indicated in Data Sheet]**.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

⁸ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[please mark this letter with your corporate seal, if available]

Section 4: Documents Establishing the Eligibility and Qualifications of the Bidder

Bidder Information Form⁹

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

⁹ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Section 5: FORM FOR BID SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

To: **UNDP Resident Representative**
202-204, Bauddhaloka Mawatha, Colombo 07.

WHEREAS [name and address of Contractor] (hereinafter called "the Bidder") has submitted a Bid to UNDP dated [Click here to enter a date.](#) , to deliver goods and execute related services for [indicate ITB title] (hereinafter called "the Bid"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bid;
- c) Fails to comply with UNDP's variation of requirement, as per ITB Section F.35; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of [amount of guarantee] [in words and numbers], such sum being payable in the types and proportions of currencies in which the Price Bid 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 [amount of guarantee as aforesaid] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until 30 days after the date of validity of the bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Section 6: FORM FOR PERFORMANCE SECURITY¹⁰

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

To: UNDP

[Insert contact information as provided in Data Sheet]

WHEREAS *[name and address of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. Click to enter dated Click to enter , to deliver the goods and execute related services *Click here to enter text.* (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 affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[amount of guarantee]* *[in words and numbers]*, 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 *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

¹⁰ If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Bidder's Bank will issue shall use the contents of this template

Section 7: Contract

PLEASE ATTACH HERETO THE SAMPLE OF THE CONTRACT WHICH WILL BE USED AND THE GENERAL TERMS AND CONDITIONS FOR CIVIL WORK IS AVAILABLE TO DOWNLOAD FROM WWW.LK.UNDP.ORG > OPERATIONS > PROCUREMENT.



CONTRACT FOR CIVIL WORKS

Date: Click here to enter text.

Dear Sir/Madam,

Contract NO.

Ref.: (Project Name & No) Click here to enter text.

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your company, Click here to enter text. duly incorporated under the Laws of Sri Lanka (hereinafter referred to as the "Contractor") in order to perform Click here to enter text. (hereinafter referred to as the "Works"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Civil Works available at (www.lk.undp.org > Operations > procurement). The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the

following documents, which shall take precedence over one another in case of conflict in the following order:

- a) this letter;
- b) the Technical Specifications and Drawings [Click here to enter text.](#), attached hereto as Annex II;
- c) the Contractor's Tender [Click here to enter text.](#) only, not attached hereto but known to and in the possession of both parties.

- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall commence work within [Click here to enter text.](#) days from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and shall perform and substantially complete the Works by [Click here to enter text.](#), in accordance with the Contract. The Contractor shall provide all materials, supplies, labour and other services necessary to that end.
- 2.2 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions by [Click here to enter text.](#).
- 2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the Works foreseen under this Contract in accordance with the highest industrial and professional standards.

3. Price and Payment

- 3.1 In full consideration of the complete and satisfactory performance of the Works under this Contract, **UNDP shall pay the Contractor an amount not exceeding contract price of LKR equal to LKR [Click here to enter text.](#) net volume of works, plus LKR [Click here to enter text.](#) for VAT** as and if applicable within the framework of Annex I.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of currency fluctuations during the performance of the Contract.
- 3.3 Invoices shall be submitted by the Contractor to the Engineer upon achievement of the corresponding milestones and the UNDP payments will be effected on a measure and pay basis on submission of certified invoices in keeping with the price stipulated in the contractor's offer document. Each invoice shall detail the net volume of works billed and

applicable VAT separately.

MILESTONE

3.3.1. Payments shall be made on measure and pay basis for the following activities upon submission of invoices for progress payments of the activities (Amounts given here are VAT Excluded amounts in LKR). Such invoices for progress payments shall not be less than 20% of the total contract value or the following activities upon completion of the activities (Amounts given here are VAT Excluded amounts in LKR)

3.3.2 Final payment shall be made upon completion of Works, and submission of Retention bond

3.4 UNDP shall effect payment of the invoices after receipt of the certificate of payment issued by the Engineer, approving the amount contained in the invoice. The Engineer may make corrections to that amount, in which case UNDP may effect payment for the amount so corrected. The Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order. The Engineer shall process the invoices submitted by the Contractor within [Click here to enter text.](#) of their receipt.

3.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Works.

3.6 Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Final Completion by the Engineer.

4. Special conditions

4.1 UNDP will pay an advance payment which is [Click here to enter text.](#) upon signature of this contract by both parties and submission of an advance bond by the contractor for the full amount of the advance payment.

4.2 The amounts of the payments referred to under section 3.6 above shall be subject to a

deduction of [Click here to enter text.](#)% ([Click here to enter text.](#)) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment. Should the cumulative amount of the deductions so made be lower than the amount of the advance payment after the date of substantial completion of the Works, UNDP may deduct the amount equal to the difference between the advance payment and the cumulative deductions from the payments due after substantial completion or may recover such amount from the bank guarantee referred to in 4.1 above. The amount of the payments referred to under paragraph 3.3 above shall be subject to a deduction of 10% of the amount accepted for payment as Security Deposit (retention amount) from all progressive payments of contract sum subject to a limit of 5% of the Final Net Contract Sum which will be refundable back to the contractor only after the defects liability period of 4 (four) months and the issuance of final certificate.

- 4.3 The Performance BOND referred to in Clause 10 of the General Conditions shall be submitted by the Contractor for an amount of **LKR**.
- 4.4 The Contractor may submit invoices for materials and plant stored at the Site, provided they are necessary and adequate for the performance of the Works and they are protected from weather conditions and duly insured as per the instructions of the Engineer.
- 4.5 The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of **LKR**.
- 4.6 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be **0.5%** of the net price of the Contract per week of delay, up to a maximum of 10% of the final net value of the Contract.

5. Submission of invoices

- 5.1 One original and one copy of every invoice shall be submitted by mail by the Contractor for each payment under the Contract to the Engineer's address specified in clause 8.2.
- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

- 6.1 Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by UNDP.
- 6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

Contractor's Bank Details

7. Modifications

7.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNDP.

8. Notifications

8.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Click here to enter text.

For the Contractor:

Click here to enter text.

8.2 For the purposes of communications with regard to the implementation, the address of the Officer shall be as follows:

Click here to enter text.

If the above terms and conditions meet with your agreement as typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

Click here to enter text.

For the Company/Organization

Agreed and Accepted:

Signature: -----

Name: -----

Title: -----

Date: -----

Section 3a: Schedule of Requirements and Technical Specifications

PROJECT:

CONSTRUCTION OF FISH AUCTION CENTER CUM FCS OFFICE AND FISHERIES REST ROOM FOR PALALY NORTH AT TELLIPALAI DS DIVISION IN JAFFNA

PROJECT NO.: JAF/RNRA/ 101335/001/06

3.a.1 Other Documents Applicable at Implementation Process:

Any interpretations not covered under the General conditions of Contract for civil Works of UNDP template shall be binding vide the standard documentations adopted by the GOSL as listed below.

3.a.1.1 Specifications

The works under this Contract shall be executed in accordance with the Specifications given in the following documents issued by the Institute for Construction Training and Development (ICTAD), "Savsiripaya", WijeramaMawatha, Colombo 07, as applicable. The specifications given in this Document, if any, shall take precedence over the ICTAD documents wherever relevant.

<u>Publication No.</u>	<u>Description</u>
SCA/6 2008]	Coastal & Harbour Engineering Works – [2nd Edition (Revised) – June
SCA/3/3	Reclamation Works - [2nd Edition (Revised) – December 1999
SCA/3/2	Specifications for Water Supply, Sewerage and Storm Water Drainage Second Edition (Revised), August 2000
SCA/8	Specification for Electrical & Mechanical works, Second Edition (Revised), August 2000

Eligible bidders are expected to be fully acquainted with the above documents and hence these will not be issued to the Bidders with this Document.

Bidders may purchase same if necessary, from ICTAD, "Savsiripaya", WijeramaMawatha, Colombo 07.

3.a.1.2 Method of Measurements – SLS 573

3.a.1.3 Condition of contract : ICTAD/SBD/01

Maximum Expected duration of contract – 03 months

The engineer of the contract is to be nominated by UNDP on award of the contract.

3.a.2. SCOPE OF WORKS

ENHANCING BOAT ACCESS WAYS AND LANDING SITES FOR OORANI AND MYLIDDYTHURAI NORTH AT TELLIPALAI DS DIVISION IN JAFFNA.

Background information of the project

UNDP-Jaffna.

Scope of work (Enhancing Boat Access Ways and Landing Sites for Oorani and Myliddythurai North at Tellipalai DS Division in Jaffna)

Project Title:

Resettlement in Newly Released Area (RNRA)

• Background information of the project

Further to the situation analysis provided in the Addendum of Northern Livelihood Development Project III (NLDP III) proposal, latter part the year 2015 shows a significant change in the context of the Jaffna District with the resettlement of internally displaced persons, identified as vulnerable communities, in need of immediate recovery support. Under the direction of H.E. Maithripala Sirisena, the President of Government in Sri Lanka, on December 29th, 2015, a total of 701 acres of land were released. Further with the support of Ministry of Prisons Reforms, Resettlement and Reconstruction and Hindu Religious Affairs, and the Government Agent of the Jaffna District, on the March 12th, 2016 official documents were handed over all those returnee families.

Accordingly, as of now a land extend of 1,870 acres belonging to 19 Grama Niladhari Divisions¹ (GNDs) were released and out of which 1 GND (Palai Veemankamam South) was fully released and 18 other GNDs (KKS West, KKS Centre, Kurumbasiddy, Thaiyiddy East, Thaiyiddy North, Palaly North, KKS South, Palai Veemankamam North, Kadduvan, Thenmailai, Varuththalaivillan, Vasavillan East, Vasavillan West, Myliddy North, Thaiyiddy South, Palaly South, Palaly East, Naguleswaram)

have been partly released. As a result, since March 2015 a total of 3,629 families have expressed their intention to return to their own land. Under the supervision of the Government Agent Jaffna District and the direct interventions of respective Divisional Secretariats and the contribution of UN and civil society organizations, immediate assistance relating to food, sanitation, housing and livelihood for returnees were made available. Nevertheless the recovery needs of these resettled communities continue to be significant, particularly because the released areas of land have turned in to forests, has detrimentally affected the suitability of the living conditions and does not provide the space for socio-economic and cultural activities for the resettled. Further reawakening of basic infrastructure and livelihood has become highest priority of the returnees and as well as relevant authorities.

The key activities:

Mobilize targeted communities to reactivate community based organizations and engage in delivery of service.

¹ Source: Resettlement Unit, District Secretariat, Jaffna District

Create sustainable livelihood opportunities by providing livelihood infrastructures (Enhancing Boat Access Ways and Landing Sites) for targeted communities- traditional livelihood sector.

Objective of this project intervention:

Resettled communities in the Jaffna district have improved socio economic recovery opportunities and better integrated with their communities. Boat access way and landing sites are vital to restart the fishing industry.

• Involved parties (Govt. CSOs. Etc.)

Divisional Secretary-Tellipalai , Department of Cooperative Development, Predeshiya Saba, Grama Seva Officer, Samurdhi Development Officer and Economic Development Officer and other GSN and village based government officers, CSOs, CBOs, FSSs & RDC.

• Targeted beneficiaries:

100-150 return families as direct beneficiaries.

• Expected results/achievements

Enhancing Boat Access Ways and Landing Sites for resettled Fishermen to ease access to their Traditional livelihood activities.

•Location

Tellipalai DS Division – Oorani and Myliddythurai North and adjoining GN Divisions

• Selection process of the contractors (Competitive)

CWC (National Ad)

• Technical details of the work

Enhancing Boat Access Ways and Landing Sites for Oorani and Myliddythurai North at Tellipalai DS Division in Jaffna.

- 1) 02 Boat Access ways and landing sites for Oorani Fishermen and 01 Boat Access way and landing site for Myliddythurai North Fishermen.
- 2) The excessive growth of lime stone will be break and removed by excavator using bucket, if not possible with bucket hydraulic breaker shall be used and the broken materials to transported and dumped into the sea to construct breakwater.
- 3) The dredged materials such as boulders and small stones to be dumped offshore to construct breakwater structure between Access ways and Canals.
- 4) Granite boulders of sizes 600mm – 1000mm will be supplied to the canal and stacked on the face of breakwater as armor layer.
- 5) Vertical coral stone bund structures to be provided in proper intervals as instructed by Engineer to avoid further costal erosion.

- 6) Pulling and breaking rock by excavator using steel cables when finding difficulties to access the spot.
- 7) Canals to be provided to reach landing sites to Access ways if the water level id less than 3 Feet during low tide.

General Topography of the locality and other information:

This Construction site which is located at Thaiyiddy North and Myliddythurai North in Thellipalai DS division.

The sea bed is lime rocky.The work should be carried out without most care without destruction to natural resources.

Majority of the people are Tamils practicing Hindu and Christian faith. Main livelihood is fishing.

Electricity is national grid with main supply. External wiring completed and connection will be made available soon.

RDC is responsible for preparing of drawing and BOQ as per guidelines provided by scope of work and UNDP TOR for award of specific service.

Technical details of the work

- 1) Providing Access to the fishing boats
- 2) Providing anchoring and parking facility
- 3) Construction of Breakwater structures

3.a.3. PRICING PREAMBLES

GENERALLY

Provision has been made for the total of each page to be collected at the end of each bill of these Bills of Quantities.

The Contractor should allow against the items or in the prices for everything contained in these Bills of Quantities which has a monetary value.

Lump sums shall not be given where unit rates are applicable.

Payment against any item in the Bill of Quantities will be made only if such item has actually been carried out by the contractor. If the Contractor intends to execute any alternative method of construction, the Engineer's prior approval thereof shall be obtained prior to execution of such work in order to ensure payment against the relevant item.

Unit rates may be used reciprocally in the settlement of accounts unless conflict between them occurs. The Contractor is, therefore, to ensure that identical items occurring in separate bills are not priced at different rates unless this is his deliberate intention.

The Contractor shall check against the summaries that each copy of the Bills of Quantities is complete in the

number of pages and in the reproduction of each page.

The Contractor's prices and extension shall be entered in water proofing.

Unit rates and extensions shall be given in **Sri Lankan Rupees** to a maximum of two significant places of decimals.

The various documents collectively referred to herein as the Bills of Quantities jointly constitute the Bill of Quantities referred to in the Conditions of Contract.

These Bills of Quantities have been measured generally in accordance with the principles laid down in the Method of Measurement of Building Works (First Revision) **SLS 573: 1999 published by Sri Lanka Standard Institution** (as here below defined) and rates shall include for everything required for complete sections of work in accordance with the specifications and drawings.

In the Bills of Quantities, 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/ fittings, which are considered as equivalent in quality and standard to those specified therein subject to the approval of the "Engineer".

Items in the preambles section of these Bills of Quantities are deemed to qualify and to form part of every description of measured work to which they refer including composite descriptions

No amendment which has not been authorized in writing by the Engineer shall be made to these Bills of Quantities.

The Contractor shall not use these Bills of Quantities as a construction programmer or for the purposes of ordering materials or arranging sub-contracts. The references for these activities shall be the drawings, specification and instructions issued by the Engineer.

These pricing preambles are a standard and comprehensive set and hence may exceed the requirements of this particular project.

Format for Descriptions

In addition to common abbreviations the following have been adopted:

m-meter	m ² / m ² -	square meter
m ³ / m ³ -	cubic meter	mm - mille meter
Nr -	number	t - tone
kg-	kilograms	h - hour
CP -	Code of Practice	BS - British Standard
BOQ -	Bills of Quantities	

Every description shall read as if the phrase "and the like" were incorporated into it.

Where specific classifications have been given but are deemed to include other categories of work only the classified item shall be given in descriptions.

“Prices also to include”; items under this heading fall into two categories:

- a) Those which are deemed to be included in descriptions and therefore, in prices.
- b) Those for which the Contractor shall allow in his prices.

“Approved”, “Directed”, “Selected” and similar expressions shall relate to the Engineer’s decision.

“Falls”, “Slopes”, and “Weathered”: inclined from the horizontal in one plane.

“Cross Falls”, “Cross Slopes”, “Cross weathered”: inclination from the horizontal in more than one plane.

Prices also deemed to include

Rates shall be comprehensive and include for the following:

- a) All obligations imposed by the Contract.
- b) Complying in every respect with the requirements and the considerations of the specifications and drawings.
- c) All considerations arising from the definitions incorporated into each preamble section.
- d) Labour for fixing and all associated costs.
- e) Materials and goods and all associated costs.
- f) Fitting and / or fixing materials and goods in any position, hoisting to any height.
- g) Use of scaffolding, plant, equipment and tools.
- h) Allow for protection of finished surfaces/fittings etc. of all work sections.
- i) Any additional labours usually associated with measured items.
- j) Testing of electrical installations and Mega testing by and independent authority acceptable to the consultant.
- k) All overheads profits, local taxes, security and monitoring fees unless otherwise described separately.

All measurements are net and the rates shall include for all laps(except for steel reinforcement where the quantity of laps is included in the BOQ quantity), waste, working space and trade or traditional allowances.

The pricing of materials shall take account of the following:

Pricing Preambles, Drawings and Specifications shall apply reciprocally between sections of the works unless otherwise described.

- a) Materials shall be of the best quality available unless otherwise described.
- b) All materials shall be transported, handled, stored and fixed in accordance with the printed instructions or recommendations of their manufacture or suppliers.
- c) Protection of completed work, all casings and temporary coverings and making good and clearing away upon completion.

Building paper, damp proof membrane, quilts and all non-rigid sheet materials shall include cutting or forming holes and notching and the extra labour of turning up at edges and the like.

Duct shall include draw wires.

Holes, mortices, pockets, grooves, chases and the like and items described as “built in” and “cast in” shall include making in its fullest sense and through, around, into over and up to the items concerned.

Items described as “cut” shall include general making good similarly.

Where the word “allow” is used the cost of the items shall be the responsibility of the Contractor.

The Contractor shall obtain from all sub-contractors (weather nominated or otherwise) their requirements for all recesses, chases, holes and the like in order that they may be built in or formed as the work proceeds. No additional charges shall be allowed for cutting recesses, chases and holes and the like after the construction of the works.

In the event of their being any discrepancies between details on drawings, descriptions in specifications and descriptions in the Bills of Quantities then the rates and pricing shall be deemed to relate to the documents order of precedence set out in the Form of Agreement.

The amounts set against any Provisional Sums for supply of materials shall be the net CIF amount adjusted for all discounts and customs duty. The amounts set against any items of profit shall include for all costs in connection with letters of credit, bank charges, interest charges and insurance after the materials come under the control of the Contractor.

The Contractor should leave the whole of the works ready for immediate occupation to the satisfaction of the Engineer including the following:

- a) Cleaning and touching the buildings both inside and out, leaving all surfaces free of cracks, blemishes or splashes.
- b) Easing, oiling and adjusting and making good of finishes to all fittings, doors, windows, ironmongery and the like.
- c) **Cleaning and polishing all marble glass, anodized aluminium and sanitary ware, including the removal of all protective coverings, paint splashes and the like. Replacement of all or any chipped, cracked or broken items**
- d) **Balancing of air conditioning installations where applicable.**
- e) **Removal of temporary sheds worker toilets etc. rubbish, debris or excess spoil from the site area and raking over and cleaning all unused parts of the site area.**

SUB – CONTRACTORS

Sub-contractors, whether nominated or not, are to be let on a current form of sub-contract designed for use in conjunction with the General Conditions of Contract amended as necessary to incorporate the appropriate provisions of the main Conditions of Contract.

The Contractor should ascertain from sub-contractors and suppliers before the work is put in hand particulars of positions in which chases, holes, mortices and the like will be required to be formed or left. No claim for the extra costs of cutting away work already built due to the Contractor's failure to ascertain these particulars will be admitted.

Any local sub-contractors which the Contractor proposes to use for the works are subject to the approval of the Engineer and Employer.

The Contractor shall provide for approval a list of sub-contractors who will be employed on the works with their qualifications.

If the Contractor is refused permission to use any of his proposed sub-contractors then the work shall be sub-let at no extra cost to an approved sub-contractor.

Any sub-contractor who has not been approved by the Engineer shall not be used in connection with the carrying out of the works.

PRIME COST SUMS IN UNIT RATES

Certain rates within the Bills of Quantities will include Prime Cost Sums. The material specification and fixing details will be specified. The Contractor is to include against each heading the necessary uplifts and additions required to give his final rate. This rate will then be carried to the relative places within the Bills of Quantities.

These prime cost sums are subject to alteration and no additional claim will be allowed for the varying of these items.

Governance for Local Economic Development Programme**BOQ-SUMMARY SHEET**

PROJECT TITLE		ENHANCING BOAT ACCESS WAYS AND LANDING SITES FOR OORANI AND MYLIDDYTHURAI NORTH AT TELLIPALAI DS DIVISION IN JAFFNA	
PROJECT NO		JAF/RNRA/ 101335/001/06	
PROJECT LOCATION		OORANI & MYLIDDYTHURAI NORTH AT TELLIPALAI DS DIVISION	
DISTRICT		JAFFNA	
BILL NO.	DESCRIPTION	AMOUNT (SLRs)	AMOUNT (SLRs)
1	DREDGING WORK		
Sub Total 1(Total of 1)			
Discounted Amount% (if any) for Sub Total 1(if any)			
Sub Total 2 [Sub Total 1 - Discount]			
5% of Physical Contingencies of Sub Total 2			
TOTAL (Sub Total 2+ contingencies)			
Bid Amount (excluding VAT)			

Bid Amount in Words (excluding VAT) : SLRs.....

.....

VAT Registration No (if available)

* Note: The services produced by UNDP are exempted of all taxes. As such the quoted price is to be exclusive of VAT

Signature and seal :.....

Name of Bidder :.....

Address :.....

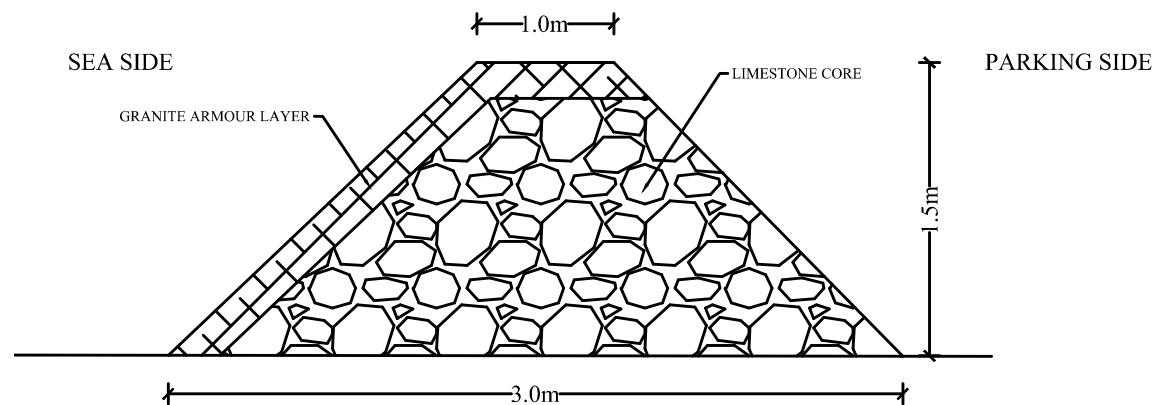
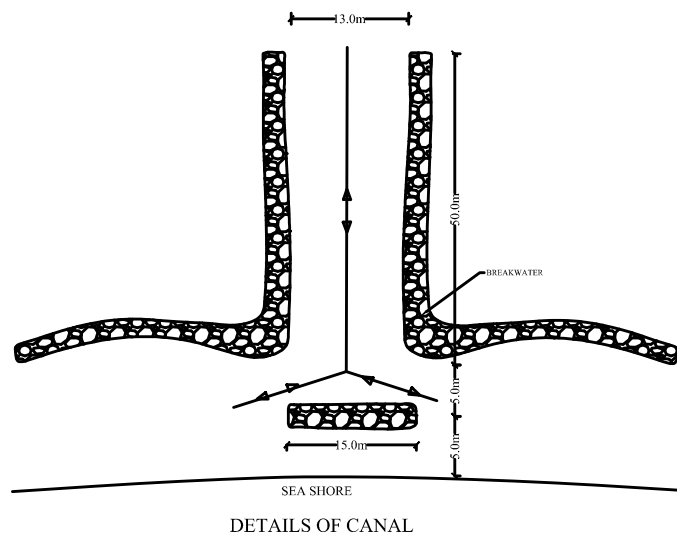
Date :.....

BILLS OF QUANTITIES

Enhancing Boat Access Ways and Landing Sites for Oorani and Myliddythurai North at Tellipalai DS Division in Jaffna.

Item	Description	Unit	Qty	Rate	Amount
1	Rates for excavation shall be deemed to include for the following Transporting the excavator to the site and returning back. Idling of excavator (Payment will not be made for idling time) Operation and maintenance charges Operator and assistance wages Fuel charges working or excavation area shall be near shore to 100m into the sea from sea shore use of barge or pontoon to carry the excavator wherever necessary Compliance with relevant acts, by laws and regulations relating to excavations and earth work supports. All safety measures including helmets, safety jackets etc. Insurance to the workers and machinery All overheads profits, local taxes, security and monitoring fees Rates shall be valid for 3 months from the opening of bids				
2	Specification of excavator Type 1 Type - Chain Excavator operating weight - 20 Ton Capacity - Minimum 125HP Shoe size - Minimum 500mm Reach of arm along ground - Minimum 10m Bucket - minimum 500mm width and 1.5Cum				
3	Specification of excavator Type 2 Type - Chain Excavator operating weight - 12 Ton Capacity - Minimum 70HP Shoe size - Minimum 500mm Reach of arm along ground - Minimum 8m Bucket - minimum 500mm width and 1.0Cum				
4	Specification of Breaker Type : Hydraulic breaker Tool diameter : Minimum 50mm Capacity : Minimum 500 - 800 bpm Compatible to fix to excavator arm				

Item	Description	Unit	Qty	Rate	Amount
	DREDGING WORKS				
5	Excavating or dredging lime stone sea bed usint type 1 (20 Ton) excavator, excavation depth shall be maximum of 1.5m, the excavated materialsuch as big and small lime stone boulders to be dumped maximum 100m into the sea from shore in such a way to form break water in triangular cross section parallel and perpendicular to the shore line as per directed by the supervising staff	Hrs	221.00		
6	Excavating or dredging lime stone sea bed usint type 2 (12 Ton) excavator, excavation depth shall be maximum of 1.5m, the excavated materialsuch as big and small lime stone boulders to be dumped maximum 100m into the sea from shore in such a way to form break water in triangular cross section parallel and perpendicular to the shore line as per directed by the supervising staff	Hrs	103.00		
7	Breaking the limestone with hydraulic breaker mounted on the excavator arm, where bucket operation is not possible	Hrs	2.00		
8	Supplying and piling 600mm to 1000mm granite boulders to the site and packing on the face of breakwater structure 100m into the sea from coast all as per directed. (Payment will be made on pile measurement)	Cube	52.00		
9	Pulling and breaking rock by excavator using steel cable minimum size of 7/7, 10mm dia steel cable with necessary fittings or accessories such as sockets, thimbles, rope grips, ferruls, shackels etc., (The cable to be brought by thecontractor)	Hrs	5.00		
10	Appointing a Supervision staff having experience in lime stone dredging in sea	Days	30.00		
	TOTAL FOR DREDGING WORKS CARRIED TO BOQ SUMMARY				



**UNITED NATIONS
DEVELOPMENT PROGRAMME**

PROJECT REF. No:
JAF/RNRA/ 101335/001/06

ENHANCING BOAT ACCESS WAYS AND LANDING SITES FOR OORANI AND MYLIDDYTHURAI NORTH AT TELLIPALAI DS DIVISION IN JAFFNA.



**RESOURCES DEVELOPMENT
CONSULTANTS (PVT) LTD,**
No: 55-2/1, Galle Road,
Colombo - 03

DRAWING TITLE	KEY PLAN		
DRAWN	S.A.S.P.		
CHECKED	A.T.		
DATE	25.06.2017		
SCALE	N.T.S		
DRAWING NO	UNDP/JF/TN/CAN/001	REV. NO	