

INVITATION TO BID (ITB)

Date: 20th January 2010

Dear Sir/Madam,

Subject: Invitation to Bid for Ready Mix Concrete

Project: 00071904 – Americares -Trincomalee.

Case no: LKOC / CMB / GIU / 71904 / 10 - 004

1. The United Nations Office for Project Services (hereinafter “UNOPS”) is pleased to invite you to submit a bid for the supply of the goods described in Annex II of this Invitation to Bid.
2. To enable you to submit a bid, please find enclosed the following annexes:

Annex I: Instructions to Bidders

Annex II: UNOPS’ requirements for the goods to be procured (Bid Comparative Data Form)

Annex III: Bid Forms to be completed and returned with your bid

Annex IV: UNOPS’ contract terms for contracts for goods

3. The deadline for submission of the bid is:

Date: 02nd February 2010

Time: 12.00 Noon, Colombo time

The above deadline is an absolute deadline. Bids received later will be declared invalid.

4. All sealed bids shall be delivered to the following address:

United Nations Office for Project Services (UNOPS)

Sri Lanka Operations Centre (LKOC)

118 / 5, Nawala Road,

Colombo-05

Sri Lanka

Bid Receipt: 02nd February 2010 / 12.00 Noon

Bid Opening: 02nd February 2010 / 2.30 PM

ITB for Project No: 00071904

UNOPS Case No: LKOC / CMB / GIU / 71904 -10 - 004

NOT TO BE OPENED BY REGISTRY

Bids received by fax or email will not be accepted.

Please refer to Annex I, Instructions to Bidders, clause 4.2: Submission of bids for detailed instruction on how to submit your bid.

5. Any requests for clarification should be referred to the following UNOPS contact:

UNOPS, Sri Lanka Operations Centre
Sri Lanka Operations Centre (LKOC)
118 / 5, Nawala Road
Colombo-05
Sri Lanka
Tele : 011 – 2 506 096
Fax : 011 – 2 506 097 / 011 – 2 368 765
E-Mail: rengasamys@unops.org

Please indicate the **UNOPS project and case No.** on all requests.

6. A bid opening will be held on:

Date: 02nd February 2010.

Time: 2.30 PM Colombo Time

Location: 118 / 5, Nawala Road, Colombo -05 (2nd Floor Conference Room)

Bidders or their authorized representative may attend the bid opening of the bid at the date, time and location specified above. Bidders or their authorized representative intending to attend must advise the UNOPS contact indicated above one day before the opening.

- 7 Failure to comply with the requirements of the ITB will be grounds for disqualification of the Bidder or may affect the evaluation of the proposal. This letter is not to be construed in itself as an offer to contract with your company; however, your bid could form the basis for a contractual agreement between your company and UNOPS.
8. You are kindly requested to **acknowledge receipt of this ITB by returning the Bid Acknowledgement Form (annex III-A)** as far in advance of the bid submission deadline as possible to the fax number or e-mail address of the above UNOPS contact, indicating whether or not you intend to submit a bid. If you are declining to bid, please state the reasons on the attached form in order for UNOPS to improve its effectiveness in future invitations.
9. As soon as a contract award has been approved by all parties, unsuccessful bidders will be informed accordingly by fax or e-mail.

We look forward to receiving your bid.

Yours sincerely,

Siri GRONNEFLATA
Project Support Officer
UNOPS -LKOC

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

- 1.1 General:** The goods to be purchased under this ITB are for the construction of New Ward Complex at Trincomalee District General Hospital, Sri Lanka funded by Americares.
- 1.2 Eligible bidders:** A bidder may be a private, public or government-owned legal entity or any combination of them in the form of associations(s) including joint ventures or consortiums with a formal intent to enter into an agreement.

Joint venture, consortium or association:

If you consider that your entity does not have all the expertise required for the delivery of the goods/works/services, there is no objection to your entity sub-contracting or associating with other entities, particularly with a firm in the country where the goods are to be delivered or the services/works to be undertaken. However, any invited entity may not participate in more than one consolidated offer for this ITB. Similarly, a local entity may associate with only one invited firm/institution that has been invited to offer for this ITB.

In the case of a joint venture, consortium or association

- (a) All parties shall be jointly and severally liable to UNOPS for the fulfillment of the provisions of the Contract; and
 - (b) Shall nominate one party who shall act as a leader with the authority to bind the joint venture, association or consortium during the bidding process and, in the event a Contract is awarded, during contract execution. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of UNOPS.
- 1.3 Ethics Clauses:** UNOPS requires that bidders observe the highest standard of ethics during the entire tender process and throughout the execution of the contract. Therefore the following will apply during the tender process and subsequent contract execution:
- (a) Any attempt by a bidder to obtain confidential information, enter into unlawful agreements with competitors or influence any UNOPS representative, official, employee or other agent of UNOPS or any organization of the UN (United Nations) system during the process of UNOPS of examining, clarifying, evaluating, comparing and selecting offers will lead to the rejection of its bid and may result in exclusion from participation in future UNOPS tenders.
 - (b) The bidder must not be affected by any potential conflict of interest and shall have no particular link with other bidders or parties involved in the design or implementation of the project.
 - (c) UNOPS reserves the right to suspend or cancel the contract if corrupt practices of any kind are discovered at any stage of the solicitation and award process or during the implementation of a contract. For the purposes of this provision, "corrupt practices" mean

offering, giving, receiving or soliciting of, directly or indirectly, any thing of value to influence the action of any UNOPS representative, official, employee or other agent of UNOPS or any organization of the UN system in the selection process or in the execution of a contract.

- (d) The Bidder warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the contract or the award thereof to any representative, official, employee, or other agent of UNOPS or any organization of the UN system.
- (e) The bidder represents and warrants that neither it nor any of its affiliates is involved in, either directly or indirectly, nor does it fund, either directly or indirectly, terrorist activities, notably upon basis of the consolidated list of individuals belonging to or associated with terrorist entities as established and maintained by the United Nations 1267 Committee. Any breach of this representation and warranty shall entitle UNOPS to terminate the contract immediately upon notice to the contractor, without any liability for termination charges or any other liability of any kind of UNOPS.
- (f) The bidder represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle UNOPS to terminate the contract immediately upon notice to the contractor, without any liability for termination charges or any other liability of any kind of UNOPS.

Failure to comply with any of the ethics clauses may result in the exclusion of the bidder or contractor from other UNOPS tenders.

1.4 UNOPS General Conditions of Contract: Bidders are requested to refer to the UNOPS General Conditions for Contracts for Goods for the provisions under which the contract will be performed.

1.5 Information regarding Bid Protest can be found at:
<http://www.unops.org/english/whatwedo/procurement/Pages/Procurementpolicies.aspx>.

1.6 As a condition of doing business with UNOPS it is necessary that vendors, their subsidiaries, agents, intermediaries and principals cooperate with the Office of Internal Oversight Services (OIOS) of the United Nations in its investigations, as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives, agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNOPS to repudiate and terminate the contract, and to debar and remove the vendor from UNOPS's list of registered vendors.

2. SOLICITATION DOCUMENTS

- 2.1 Acknowledgement of solicitation documents:** The bidder is requested to acknowledge receipt of the solicitation documents to UNOPS in writing via e-mail, telefax or letter to confirm participation or non-participation. If you do not intend to submit a bid, it is not necessary to return the documents unless requested to do so. Written advice should be sent to UNOPS as to whether future invitations for the type of goods covered by this ITB are desired. Failure to comply with the above may result in a company being removed from the vendor list for the type of goods covered by this invitation.
- 2.2 Examination of solicitation documents:** The bidder is expected to examine all instructions, forms, terms and requirements contained in the solicitation documents. Failure to comply with these documents will be at the bidder's risk and may affect the evaluation of the bid.
- 2.3 Clarification of solicitation documents:** A prospective bidder requiring any clarification of the solicitation documents may notify the UNOPS contact specified herein (see paragraph 5 of the ITB letter) in writing at the mailing address, fax number or e-mail address. UNOPS will respond in writing to any request for clarification of the solicitation documents that it receives at least (48) hours prior to the deadline for the submission of bids. Written copies of UNOPS's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that has received the solicitation documents. Oral explanations or instructions provided by UNOPS shall not be binding on UNOPS except to the extent confirmed in writing by the UNOPS contact person.

UNOPS will endeavor to provide the above clarifications expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of a bid.

- 2.4 Amendments of Solicitation Documents:** At any time prior to the deadline for submission of bids, UNOPS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the solicitation documents by amendment. All prospective bidders that have received the solicitation documents will be notified in writing of any amendments to the solicitation documents. In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, UNOPS may, at its discretion, extend the deadline for the submission of bids.

3. PREPARATION OF BIDS

Technical and procedural aspects:

- 3.1 Language of the bid:** The bids and all correspondence and documents relating to the bid exchanged by the bidder and UNOPS shall be written in the English language. Any printed

literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern.

3.2 Content of your bid: Your bid must comprise the following documents:

Technical documents:

- (a) **Bid submission form** (Annex III - B)
- (b) Bid comparative data form including additional supporting technical details or drawings if applicable (Annex II)
- (c) **Bidder's qualification forms** (Annex III-D)
- (d) **Samples:** Cubes will be cast for sample tests from each batch of concrete delivered to site as per BS standards
- (e) **Quality certification:** The offered Cement must be from manufacturers certified according to an internationally recognized quality standard such as ISO 9001 / 2000 or ISO 14000 / 2004 and test certificate. Bidders must include in their offer a copy of the test certificate, quality certificate.
- (f) **Consortium/joint venture/association form (Annex III E)**, if applicable

Financial documents:

- (a) **Bid price and delivery form** (Annex III-C)

3.3 INCOTERMS: The International Chamber of Commerce INCOTERMS 2000 shall apply for this ITB and any resulting purchase order. by delivered to Trincomalee (DDU) with unloading, whichever is in its best financial interest. (Delivery location: UNOPS Site Office, District General Hospital -Trincomalee)

3.4 Delivery: The bidder shall give a firm EX supplier's store or ware house or factory Collection or delivery to the site date. Actual delivery of the goods and performance of any related services shall be made by the Seller, in accordance with the terms of any resulting purchase order as may be issued by UNOPS. Liquidated damages for late delivery may be applied (see article 16 of UNOPS General Conditions for Goods).

3.5 Deviations from specifications: Deviations from the specifications may be considered only if deemed to be in the best interests of UNOPS.

3.7 Country of origin: is required for UNOPS statistical purposes and is defined as follows:

- (a) The country where the goods were mined, grown or produced.

- (b) Goods are produced when, through manufacturing, processing or substantial assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components and when, as a result of the completion of such production activities, the ex. Factory sales value of the product has increased by more than 25%.

If there is uncertainty about a specific product's origin, the bidder shall, in good faith, use its best judgement in designating the country of origin.

- 3.8 Errors and omissions:** The bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the bidder must notify UNOPS accordingly.
- 3.9 Material, labour and facilities:** No material, labour or facilities will be furnished by UNOPS or its clients unless specified in the ITB.
- 3.10 Partial bids:** UNOPS reserves the right to accept all or part of your bid. UNOPS will accept partial bids but not partial bids of a given item or lot, i.e. the complete quantity must be offered for each item or lot.

Financial aspects:

- 3.11 Remuneration for preparation of bid:** No remuneration will be made to bidders for the preparation and submission of bids. UNOPS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation process.
- 3.12 Bid validity:** A bid must remain open for acceptance for at least **120 days**. UNOPS will make its best effort to select a successful bidder within this period.
- 3.13 Bid currency:** Prices shall be quoted in LKR currency only.
- 3.15 Final quantities:**
Final quantities may be increased or decreased according to the funds allocated. Therefore Bidders should indicate any price/quantity restrictions associated with their offer.

4. SUBMISSION OF BIDS

- 4.1 Format of bid:** A bid shall contain no interlineations, erasures, or overwriting, except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

- 4.2 Submission of Bids:** Your bid must be submitted by the deadline specified in paragraph 3 of the ITB letter and addressed as specified in paragraph 4 of the ITB letter using the following method:

Courier/personal delivery: Your bid shall be submitted in a sealed envelope bearing the name and the address of the bidder. Your bid shall be prepared in [duplicate] with one marked "**Original**" and the other marked "**Copy**". In the event of any discrepancy between them, the original shall govern. Bids delivered by person are to be delivered to the address specified below.

**United Nations Office for Project Services (UNOPS)
Sri Lanka Operations Centre (LKOC)
118 / 5, Nawala Road,
Colombo-05
Sri Lanka**

In order to avoid last minute line congestion, UNOPS recommends that bids are sent as early as possible before the deadline

Bids submitted to any other address or location than the address specified above will be rejected and not considered for evaluation. It is the bidder's responsibility to ensure that bids are received by the deadline.

- 4.3 Late Submission of bid:** Bids and modifications to bids received after the bid submission deadline will be rejected.
- 4.4 Modification to and withdrawal of bid:** Prior to the bid submission deadline, bids may be modified by the bidder. Modifications to bids are to be submitted in the same manner as described in clause 4.2: Submission of bids. At any time prior to the bid submission deadline, bids may be withdrawn by written notice or in person by the bidder, or the bidder's duly authorized representative.
- Withdrawal of the submission after the bid submission deadline shall not be honored, and in such cases UNOPS shall open and evaluate the bids together with the other bids received. If the supplier has furnished a bid security, UNOPS shall withhold such security until the issue has been resolved.
- 4.5 Confidentiality of bid:** If the bidder wishes to restrict disclosure and/or use of the data included in a bid for any purpose other than evaluation, a statement to that effect must be included in the bid. However, no such restrictions shall apply if the bidder is issued a purchase order.

5. EVALUATION OF BIDS

5.1 Clarification of Bids: To assist in the examination, evaluation and comparison of bids, UNOPS may at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

5.2 Preliminary examination: Prior to the detailed evaluation of each bid UNOPS will undertake a preliminary examination and bids will not be considered for further evaluation in cases where:

- (a) They are incomplete (i.e. does not include all required documents as specified in Annex I, Instructions to Bidders, clause 3.2: Content of bid)
- (b) The Bidder is not eligible as per Annex I, Instructions to Bidders, clause 2: Eligibility criteria
- (c) Original bid has not been properly signed
- (d) The validity of the bid is not in accordance with the requirements of the ITB as specified in Annex A, Instructions to Bidders, clause 3.12 Bid validity

5.3 Evaluation criteria:

Bids are examined to determine if they comply with all requirements as specified in the ITB. All non-compliant bids shall be rejected. The following criteria will be considered in evaluating the bids:

- Compliance with technical requirements as specified in Annex II, Bid Comparative Data Form
- **Bidder's qualification to supply the goods including its previous experience with supply of same type of goods.**
- Compliance with the pricing conditions set in the ITB.
- Compliance with requirements relating to technical features (Specifications).
- Compliance with the Delivery Time
-

5.4 Evaluation of Bid

All the bids shall be evaluated for Technical Compliance in accordance with the Evaluation Criteria listed in 5.3.

Evaluation of Technically Compliant bids will be made on the total cost without VAT Tax. (Either ex-factory collection or delivered to final destination)

For comparison and evaluation purposes, UNOPS will convert the bid amount into USD at the official UN rate of exchange in force at the bid submission date.

Bids determined to be compliant shall be checked for any arithmetic errors in computation and summation. Any arithmetical errors are corrected without prejudice to the bidder as follows:

- where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate by the corresponding quantity, the unit rate shall prevail and

the total amount shall be corrected, unless in the opinion of UNOPS there is an obvious error in the unit rate, in which event the total amount as quoted shall prevail and the unit rate shall be corrected.

- If there is a discrepancy between words and figures the amount in words will prevail.

Amounts corrected in this way shall be binding on the bidder. If the bidder does not accept them, its bid shall be rejected.

5.5 Evaluation of lots: If goods are grouped in multiple lots, evaluation will be made based on compliance to requirements of each lot and the total cost of each lot, taking into consideration the possibility of UNOPS contracting separately for each lot.

5.6 Background check: After completion of the evaluation but prior to award, UNOPS reserves the right to conduct background checks of bidders' firms and to reject bidders not deemed to have the capacity to perform the contract to the satisfaction of UNOPS. Bidders shall permit UNOPS representatives to access their facilities, goods store and goods to be supplied under the contract at any reasonable time to inspect the bidder's premises.

6. Award of Contract

6.1 Award criteria: A purchase order may be awarded to the bidder offering the lowest priced compliant bid due consideration given to the general principles of UNOPS procurement activities. Notwithstanding the foregoing sentence, UNOPS reserves the right to accept all or part of your bid and in case of an ITB divided into lots to award one purchase order to one bidder for one or more lots or multiple purchase order to multiple bidders for one or more lots, whichever is in UNOPS' best interest.

Notwithstanding the above, UNOPS reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such action.

7. CONTRACT TERMS

7.1 Purchase order: Any purchase order issued as a result of this ITB will be issued in the currency offered in the bid and shall be governed by UNOPS General Conditions for Contract for Goods (Annex IV to the ITB) effective on the date the purchase order is issued. Such a resultant purchase order will be accepted by the successful bidder signing and returning an acknowledgement copy of the order within 02 days of receipt of the order.

7.2 Split orders: UNOPS reserves the right to split the order between two or more bidders when the interest of UNOPS so requires.

7.3 Certificates required: In the event of an order, the awarded suppliers will be required to submit the Country of origin Certificate in addition to the standard shipping / payment documents, full technical details on the product supply and the test results for quality

confirmation.

8.0 PAYMENT TERMS:

- 8.1 Time of payment:** UNOPS will ordinarily effect payment within 30 days after receipt of payment documentation or can be made partial payments on completion of partial deliveries (Net 30 days).
- 8.2 Letter of credit:** UNOPS will not provide letters of credit to cover payment obligations.
- 8.3 Currency of payment:** Payment will be made in LKR Currency only.
- 8.4 Advance payment:** No advanced payment will be made by UNOPS as part of its payment obligation.
- 8.5 Discounts:** Time in connection with discounts offered for accelerated payment will be computed from the date of receipt of payment documents by UNOPS. Payment discounts will not be considered in the financial Bid evaluation.
- 8.6** The Bidder shall complete the pricing schedule included herein, stating the unit price and the total bid price of the goods to be supplied under the contract excluding VAT. VAT invoices submitted by the successful bidder for due payment for the supplied goods will be certified but will not be paid by UNOPS as per immunities and privileges applicable by the UN agencies.
- 8.7** VAT claims on our purchase requests, prior to issue the original invoice, please make sure to provide us a Performa invoice in order to get the VAT exemption letters from the Ministry of Finance. Until we get the VAT exemption approval, suppliers are not allowed to issue TAX invoices

BID COMPARATIVE DATA FORM

1. These specifications are the minimum requirements for the products. Products offered must meet or exceed all requirements herein. The products shall conform in strength, quality and workmanship to the accepted standards of the relevant industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable.
2. Bidders are cautioned to read the specifications carefully, as there may be special requirements. The technical specifications presented herein are not to be construed as defining a particular manufacturer's product. Bidders are encouraged to advise UNOPS, if they disagree.
3. Bidders shall include with their Bid any other pertinent information that UNOPS should know in order to evaluate the Bid properly.

Bidders are required to complete the following with “Yes”, “No” or specific information requested for the items being supplied. Answers such as “see specifications attached”, are unacceptable. Please attach test certificates from an acceptable and approved testing organisation.

Your Bid may be considered non-compliant unless all questions are answered thoroughly. Bidders are NOT allowed to make any change in the “Our minimum requirements” columns of the comparative data tables below. Such changes might disqualify your Bid.

Item No 1: Ready Mix Concrete - Grade 30

| Our minimum requirements: | Your offer (Please fill in): |
|--|------------------------------|
| Brand Name | |
| Name of Manufacture | |
| Concrete Grade 30 - The Goods should comply with all requirements stipulated in ICTAD Publication No. SCA/4/1-3 rd Edition (July 2004) in accordance with BS 5328 –Part 2 | Yes/No |
| Concrete mix design data, certificates of test results for concrete cube strength after 7 Days & 28 Days of casting the cubes attached? | Yes / No |
| Price Validity should be 120 days from the date of Purchase order | Yes / No |
| Delivery Schedule: The total Quantity will be collected within 30 days from the date of Purchase order .The each delivery quantity will be requested from the UNOPS Trincomalee Project site | Agreed / Disagree |

Item No 2: Ready Mix Concrete - Grade 25

| Our minimum requirements: | Your offer (Please fill in): |
|---|------------------------------|
| Brand Name | |
| Name of Manufacture | |
| Concrete Grade 25 - The Goods should comply with all requirements stipulated in ICTAD Publication No. SCA/4/1-3 rd Edition (July 2004) in accordance with BS 5328 –Part 2 | Yes/No |
| Concrete mix design data, certificates of test results for concrete cube strength after 7 Days & 28 Days of casting the cubes attached? | Yes / No |
| Price Validity should be 120 days from the date of Purchase order | Yes / No |
| Delivery Schedule: The total Quantity will be collected within 120 days from the date of Purchase order .The each delivery quantity will be requested from the UNOPS Trincomalee Project site | Agreed / Disagree |

THE PRODUCTS OFFERED ARE IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS

____ YES
____ NO

ANY DEVIATION MUST BE LISTED BELOW:

BID FORMS

- III-A: Bid acknowledgement Form
- III-B: Bid Submission Form
- III-C- I : Bid Price & Delivery Form
- III-C – II: Bid Price & Delivery Form
- III-D: Bidders' Qualification Forms
- III-E: Consortium/Joint Venture/Association Form

BID ACKNOWLEDGEMENT FORM***PLEASE COMPLETE THIS PAGE AND RETURN IT PRIOR TO BID OPENING***

To: _____ Date: _____

United Nations Office for Project Services
(UNOPS)
Sri Lanka Operations Centre (LKOC)
118 / 5, Nawala Road
Sri Lanka
Attn: Rengasamy Sureshkumar

From: _____ Fax: _____
 _____ E-mail: _____

Subject: Invitation to Bid, UNOPS Case no.: : **LKOC / CMB / GIU / 71904 / 10-004**

() YES, we intend to submit an offer.

NO, we are unable to submit a Bid in response to the above mentioned invitation to Bid due to the reason(s) listed below:

- () The requested products are not within our range of supply
- () We are unable to submit a competitive offer for the requested products at the moment
- () The requested products are not available at the moment
- () We cannot meet the requested specifications
- () We cannot offer the requested type of packing
- () We can only offer FCA prices
- () The information provided for quotation purposes is insufficient
- () Your invitation to Bid is too complicated
- () Insufficient time is allowed to prepare a quotation
- () We cannot meet the delivery requirements
- () We cannot adhere to your terms and conditions (please specify: payment terms, request for performance bond, etc)
- () We do not export
- () Our production capacity is currently full
- () We are closed during the holiday season
- () We had to give priority to other clients' requests
- () We do not sell directly but through distributors
- () We have no after-sales service available
- () The person handling the Bids is away from the office
- () Others (please specify)
- () We would like to receive future invitations to Bid for this type of goods
- () We don't want to receive future invitations to Bid for this type of goods

If you have any question about this NO BID, please contact Mr.Rengasamy Sureshkumar's
phone no./e-mail address: _011-2506096 (Ext -339) , who will be able to assist you.

BID SUBMISSION FORM**Subject: Invitation to Bid for Ready Mix Concrete****Project: 00071904 – Americares -Trincomalee.****Case no: LKOC / CMB / GIU / 71904 / 10 - 004**

TO: United Nations Office for Project Services (UNOPS)
 Sri Lanka Operations Centre (LKOC)
 118 / 5, Nawala Road
 Colombo-05
 Sri Lanka

Dear Sir/Madam:

Having examined the ITB for supply of above mentioned goods, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver goods in conformity with the requirements of this ITB for the sum of Sri Lankan Rupees For (.....
and
 Cents.....(LKRs.....) As may be ascertained in accordance with the Bid Price Form attached herewith and made part of this bid. As may be ascertained in accordance with the Bid Price Form attached herewith and made part of this bid.

Provided that a purchase order is issued by UNOPS within the bid validity period, the undersigned hereby commits, subject to the terms of such purchase order, to furnish any or all items at the prices offered and to deliver same to the designated point(s) within the delivery time stated in the Bid Price & Delivery Form attached to this bid.

This bid shall be valid and binding upon us for **[120 Days]**, and may thus be accepted at any time before:

We understand that UNOPS is not bound to accept any bid it may receive.

Our Bid includes the following documents: [List all required documents and bid forms as per Annex A: Instructions to Bidders, clause 3.2: Content of Bid]

Example:

- ☐ Bid Price & Delivery Form
- ☐ Bid Comparative Data Form
- ☐ Bidder's qualification Form
- ☐ Consortium/Joint Venture/Association Form

Date:

Name of Bidder:

Address of Bidder:

Phone No.: _____ Fax no.: _____

E-mail address:

Authorised Signature: _____

Name of Authorised Signature (type or print):

Functional title of Signatory:

BID PRICE & DELIVERY FORM

| BIDDER'S TOTAL PRICES (Price & Currency to be entered by Bidder): | | | | |
|--|------------------------------------|-------------|--|--|
| | | | | |
| TOTAL FIRM PRICE , DELIVERY TO UNOPS TRINCOMALEE SITE OFFICE | | | | |
| REQUESTED BID VALIDITY PERIOD FROM DATE OF BID OPENING: 120 Days | | | | |
| BIDDER'S UNIT PRICES (Price & Currency to be entered by Bidder): | | | | |
| CURRENCY: LKR | | | | |
| ITEM | DESCRIPTION | Cubic Meter | UNIT PRICE DELIVERED TO UNOPS <u>TRINCOMALEE</u> PROJECT SITE WITHOUT VAT (DDU) | TOTAL PRICE DELIVERED TO UNOPS <u>TRINCOMALEE</u> PROJECT SITE WITHOUT VAT (DDU) |
| 1. | Ready Mix Concrete – Grade - 30 | 415 | | |
| 2 | Ready Mix Concrete – Grade - 25 | 2,335 | | |
| | Total Price | | | |

BIDDER'S DISCOUNT FOR ACCELERATED PAYMENT
 ____% of total firm price for each calendar day less than thirty (30) days

| | | | | | |
|---|----------|--------------|--------------|-----------------------------|------|
| BIDDER'S DELIVERY DATA | | | | | |
| COUNTRY OF ORIGIN OF OFFERED PRODUCTS (REF. | ITEM 1 - | | | | |
| COUNTRY OF ORIGIN OF OFFERED PRODUCTS (REF. | ITEM 2 - | | | | |
| SHIPMENT DIMENSIONS OF OFFERED PRODUCTS (INCLUDING PACKAGE): | ITEM 1-2 | GROSS WEIGHT | TOTAL VOLUME | CONTAINERS (if applicable): | |
| | | | | Number | Size |
| | TOTAL | | | | |
| | | | | | |

 Date

 Authorised Signature

BIDDERS QUALIFICATION FORMS

The Bidder shall provide the requested information to clearly demonstrate that it has the qualifications to perform the contract in accordance with Annex II: Requirements.

III-E-1: Financial situation form (Each Bidder or member of a joint venture must fill in this form and attach audited statements for the past three years, if available)

- Financial data
- Annual Turnover data

III-D-2: Previous Experience Form

The bidder must submit a list of previously completed contracts for supply of Readymix concrete within the last five years valued more than LKR 10 million, giving the names of clients, their addresses and contact numbers.

- Previous experience
- References

Financial Situation Form (Annex III-D-1)

| Financial Data for Previous 3 Years [USD Equivalent] | | |
|--|---------|---------|
| Year 1: | Year 2: | Year 3: |

Information from Balance Sheet

| | | | |
|---------------------|--|--|--|
| Total Assets | | | |
| Total Liabilities | | | |
| Net Worth | | | |
| Current Assets | | | |
| Current Liabilities | | | |

Information from Income Statement

| | | | |
|----------------------|--|--|--|
| Total Revenues | | | |
| Profits Before Taxes | | | |
| Profits After Taxes | | | |

Authorised Signature: _____

Date: _____

Average Annual Turnover Form

| Annual Turnover Data for the Last 3 Years | | | |
|---|--------------------|------------------|-------------------|
| Year | Amount Currency | Exchange Rate | USD Equivalent |
| | | | |
| | | | |
| | | | |

Average Annual Turnover

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed, converted to US Dollars at the rate of exchange at the end of the period reported.

Authorised Signature: _____

Date: _____

Previous Experience (Annex III-D-2)

Each Bidder or member of a JV must fill in this form with previous experience for last five years both in home country and internationally. **list of previously completed contracts for supply of Readymix concrete within the last five years valued more than LKR 10 million**

| Previous Experience | | | | |
|---------------------|---------|--------------------------|---|---------------------------|
| Product supplied | Country | Total amount of contract | Contract Identification and Name and Contact details of Employer: (Name, Address, telephone, e-mail, fax) | Year product was supplied |
| | | | | |
| | | | | |
| | | | | |

Authorised Signature: _____

Date: _____

References:

Kindly provide us with business references as well as commercial bank references that we may contact for further background information on your company:

| Name of company: | Contact person: | Telephone: | Fax or email: |
|------------------|-----------------|------------|---------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |

Authorised Signature: _____

Date: _____

JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM
(to be completed and returned with your proposal if the proposal is submitted as a Joint Venture/Consortium/Association)

| JV / Consortium/ Association Information | |
|--|--|
| Name | |
| Names of each partner and contact information (address, telephone numbers, fax numbers, e-mail address) | |
| Name of leading partner (with authority to bind the JV, Consortium, Association during the Bidding process and, in the event a contract is awarded, during contract execution) | |
| Proposed proportion of responsibilities between partners (in %) with indication of the type of the Works to be performed by each | |

Signatures of all partners of the JV:

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNOPS for the fulfillment of the provisions of the Contract.

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

CONTRACT TERMS FOR CONTRACTS FOR GOODS

In the event of a contract the following will apply:

IV-A: UNOPS Basic Model Purchase Order

IV-B: UNOPS General Conditions for Contracts for Goods (available at <http://www.unops.org/UNOPS/Procurement/CurrentOpportunities/> under Related Links. If your company is unable to access the document, please send an e-mail or fax request to the UNOPS contact specified in the ITB and the UNOPS General Conditions will be sent to you electronically or by fax).