

ORIGINAL

NORTH WESTERN PROVINCIAL COUNCIL

BIDDING DOCUMENT

Procurement for an insurance cover of North Western Provincial Council building complex including permanent fixtures, fittings, office furniture, office equipment, gates and plants with Public Liability at Kurunegala for the year 2023

Tender No: NWP/CS/E/Tender/2022/02

Chairman,
Procurement committee,
Chief Secretary's Office,
Provincial Council Office Complex,
Kurunegala.

Tel: 037-2227664

Fax: 037-2227664

E mail: dcs.eng.nwp@gmail.com

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Inviting bids for an insurance cover of North Western Provincial Council building complex including permanent fixtures, fittings, office furniture, office equipment, gates and plants with Public Liability at Kurunegala for the year 2023

The Chairman, Procurement Committee, Chief Secretary's Office on behalf of North Western Provincial Council hereby invites bids from insurance companies registered under Sri Lanka insurance Board for the above-mentioned subject for the period of one year, which insurers having minimum 5 years' experience in rendering similar services (**Buildings with usable properties**) to the public sector and large-scale private sector organization.

Bidding will be conducted as "**Limited competitive bidding Procedure**". Interested parties should not have been blacklisted.

Bidders may obtain necessary information furthermore through the tender information page at Chief Secretary's website: www.cs.nw.gov.lk and the original tender documents are posted herewith.

Bidder is interested in submission of any modification of additional features of insurance coverage except client's requirements will be considered.

Sealed bids may be submitted either by registered post or should be put in the tender box placed at Chairman, procurement committee, Deputy Chief Secretary (Engineering Service) division, 3rd floor, Building-E, Provincial Council Office complex, Kurunegala on or before **10.00 hrs. on 16th November, 2022.**

Tender will be closed at 10.00 hrs. on 16th November, 2022 and will be opened immediately thereafter at the place of tender box in the presence of the authorized representatives of the bidders who chose to attend.

Bid validity period should be till 31st December, 2022 & Bid Security should be submitted for a sum of **SLR.100,000/=** from any Commercial Bank operating in Sri Lanka, **valid until 28th January, 2023.**

Pre bid meeting will be held online or at the Meeting Hall, 2nd floor, E- Building, North Western Provincial Council Office complex, Kurunegala on 8th November, 2022 at 10.00 hrs.

Clarifications (if any) shall be sought from the Deputy Chief Secretary (Engineering Service) on behalf of Chairman of procurement committee on Tel: **037-2227664, Fax: 037-2227664, Email: dcs.eng.nwp@gmail.com**

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P. B. M. Sirisena,
Chief Secretary,
The Chairman,
Procurement committee,
Chief Secretary's Office
Provincial council office complex,
Kurunegala.

2022-10-....

NORTH WESTERN PROVINCIAL COUNCIL

01. INVITATION FOR BIDS (IFB)

Bid Address. **The Chairman,
Procurement committee,
Chief Secretary's Office
Deputy Chief Secretary (Engineering service) division,
3rd floor, Building-E,
Provincial council office complex,
Kurunegala**

Tele No.: **037-2227664**

Fax No.: **037-2227664**

E-mail: dcs.eng.nwp@gmail.com

Procurement for an insurance cover of North Western Provincial Council building complex including permanent fixtures, fittings, office furniture, office equipment, gates and plants with Public Liability at Kurunegala for the year 2023.

1. North Western Provincial Council (NWPC) invites sealed Bids from eligible and reputed Insurance Service Providers who are registered under the Insurance Board of Sri Lanka to provide General Insurance Cover to NWPC for a period of one year commencing from 31st December, 2022 at 4.00pm as per specifications and annexed schedules in every respect.
2. Bidders must observe and conform to the "Terms and Conditions of the Contract" set out in the bidders in all respects.
3. The Bidding documents that have been posted or email to you by NWPC will only be considered.
4. Insurance agents are not eligible to offer bids.

Date: -----

.....

Deputy Chief Secretary (Engineering service)

On behalf of the Chairman,

Procurement Committee, NWPC

NORTH WESTERN PROVINCIAL COUNCIL

01.1. INSTRUCTION TO BIDDERS (ITB)

Procurement for an insurance cover of North Western Provincial Council building complex including permanent fixtures, fittings, office furniture, office equipment, gates and plants with Public Liability at Kurunegala for the year 2023

North Western Provincial Council (NWPC) invites sealed Bids from eligible and reputed Insurance Service Providers who are registered under the Insurance Board of Sri Lanka to provide General Insurance Cover to NWPC for a **period of one year commencing from 31st December, 2022 at 4.00pm** as per specifications and annexed schedules in every respect

Bids details	Introductions
Date for posting of Bidding documents to bidders	On 19 th October, 2022
Last date and time for submission of bids	On 16 th November, 2022 at 10.00 hrs.
Date, time & place of bids opening	On 16 th November, 2022 at 10.00 hrs. at Chief Secretary's Office, Deputy Chief Secretary (Engineering Service) Division, Building-E, Provincial Council Office Complex, Kurunegala
Bidding documents should be addressed to	Chairman, Procurement committee, Chief Secretary's Office, Deputy Chief Secretary (Engineering service) division, 3rd floor, Building-E, Provincial Council Office Complex, Kurunegala.
Address to communication	Deputy Chief Secretary (Engineering service) Tele No.: 037-2227664 Fax No.: 037-2227664 E-mail: dcs.eng.nwp@gmail.com

02. TERMS AND CONDITIONS OF THE CONTRACT

1. Eligibility Criteria

1. In order to be considered for the Bid Evaluation a Bidder must:

- i. Be a registered entity by the Insurance Board of Sri Lanka.
- ii. Be an established insurance Company in active operations within Sri Lanka for at least five years.
- iii. Gross written premium on general insurance should not be less than LKR 3000.00 million for the financial year 2021/2022.
- iv. Possess such licenses and qualifications required to provide the services specified; Demonstrate that it possesses the financial, management; human, technical and physical resources required to provide the services to a higher standard of effectiveness and diligence.
- v. have more than 5 years large scale building insurance experience in Sri Lanka.

2. Submission of Bids

The bidder shall fill the original and the duplicate of the bids and the original and duplicate of the bids should be inserted in two separate envelopes and marked "ORIGINAL" and "DUPLICATE". Both envelopes should be enclosed in one securely sealed cover, which should be marked "*Procurement of insurance cover of North Western provincial Council complex Buildings including permanent fixtures, fittings, office furniture, office equipment, gates and plants at Kurunegala*" at the top left hand corner of the all envelopes and the Bidder's name at the bottom left hand corner of the all covers and addressed to **The Chairman, Procurement committee, Chief Secretary's Office, Deputy Chief Secretary (Engineering service) division, 3rd floor, Building-E, Provincial Council Office Complex, Kurunegala.** The bid should be submitted as per bid details given above.

3. Late Bids

Any bid received to the Chairman, procurement Committee, after the deadline for submission of Bids, will be rejected and returned unopened to the Bidder. Postal or other delays will not be considered as valid reasons for acceptance of late Bids.

4. Offer Validity Period

The offer should be valid until **31st December, 2023**, any offer falling short of the validity period is subjected for rejection.

5. Bid Security

Each bid must be accompanied by a Bid Security for a sum of **LKR.100,000/=** from any Commercial Bank operating in Sri Lanka, valid until **28th January, 2023**. The Bid Security shall strictly conform to the Form appearing in Annexure II. Pay Orders / Bank Drafts are also accepted in lieu of Bid Security. **Bidders not in conformity with the Bid Bond format in Annexure II will be treated as non-responsive bids. The bank in Sri Lanka shall be an approved commercial bank with the authority of a License issued by the Monetary Board (Central Bank of Sri Lanka).** The Bid Security of unsuccessful bidders will be returned to them within a month from the date of selecting of vendor to perform the contract. The successful bid, if withdrawn by the bidder is also subjected for forfeiture of the Bid Security.

6. Erasures or Alterations

The offer containing unauthenticated erasures or alterations will not be considered. There should be no unauthenticated handwritten material, corrections or alterations in the offer. NWPC may treat offers not adhering to these guidelines as unacceptable.

7. Preliminary Examination and Clarification of Offers

NWPC will examine the bids to determine whether they are complete, any arithmetic errors have been made, whether the documents have been properly signed, and the bids are generally in order and may at its discretion call clarifications from bidders in writing.

To assist the evaluation and comparison of offers, NWPC may, at its discretion, ask some or all of bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. If deemed necessary, the bidder is required to give a presentation on the proposed services offered.

8. Verification

NWPC reserves the right to verify any or all statements made by the bidder in the Bidding document and to inquire from his clients, if necessary, to establish to its satisfaction the bidder's capacity to perform the job.

9. Evaluation Criteria

NWPC will carry out a detailed evaluation of the bids, to determine whether technical aspects are properly addressed, and the bids are substantially responsive based on the following:

Lowest acceptable premium quoted among the quotes within the given deductible range in the Insurance Cover.

Financial position (Gross Premium should be more than Rs. 3000.00 million) and the technical capability of the insurance provider

10. No Commitment to Accept the lowest priced bid or any Tender

NWPC shall have no obligation to accept the lowest priced bid or any other offer received in response to this IFB, and shall be entitled to reject any or all offers including those received late or incomplete offers without stating any reason whatsoever. NWPC reserves the right to make any changes to the terms and conditions of purchase. NWPC will not be obliged to meet and have discussions with any bidder, and or listen to any representations.

11. Acceptance of Bid

On a Bid or any part of thereof being accepted, the Bidder will be notified such acceptance in the form of a letter of award to the address given by him whose bid or part thereof has been accepted.

Upon such notification the successful bidder shall be deemed to have entered into contract with the NWPC in the performance of the services for which his bid was accepted, on the basis of his Bid and he shall there upon be deemed to be the contractor for the performance of the services.

If the successful contractor fails to enter into a formal contract with NWPC within 14 days of notice as indicated above, his name will be placed on the list of defaulting contractors and the Company shall forthwith be entitled in its absolute discretion to make with such other person as it may think fit (whether with another bidder or not) at the risk and expense of the successful bidder, the arrangements required for the execution of the Contract for which the offer of successful bidder shall have been accepted and shall be further entitled to recover from the successful Bidder all losses, costs, damages and expenses which the Company may sustain in consequence of such failure. The Bidder shall be also forfeited the Bid security furnished by him along with the bid at the time of bidding.

12. Payment Terms

Applying for this Bid, confirms, that the bidder agreed to provide insurance services in-line with NWPC requirements. payment terms to be negotiated with the bidder.

13. Performance Security

The successful bidder, on being notified by NWPC of the acceptance of his/her bid, shall furnish at his/her own expense a performance security, in the form of bank draft or bank guarantee, within fourteen (14) days of such notification, which is issued by, reputed commercial bank operating in Sri Lanka and payable to The Chief Secretary, NWPC on demand, in a sum **equivalent to 10% of the total contract value (inclusive of taxes) of the accepted bid.** In case of a bank guarantee, the performance security shall be furnished without a substantial departure to the format in Annexure II. **The bank in Sri Lanka shall be an approved commercial bank with the authority of a License issued by the Monetary Board (Central Bank of Sri Lanka)**

If the successful bidder fails to furnish the performance security as aforesaid, his/her name shall be placed in the list of defaulting insurers. NWPC shall therefore, be entitled in its absolute discretion to make suitable arrangements required for the performance of such bid, at the risk & expense of the bidder.

The successful bidder, in the event of his/her failure to furnish the performance security as required, shall be liable for any losses, costs, expenses & damages, which NWPC may sustain in consequence of such failure and the bid security, shall be forfeited. Official service order shall be released only after the receipt of the performance security.

03. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1. Definitions and Interpretations

Insured-	North Western Provincial Council Office Complex.
Accident -	An unforeseen or untoward event or occurrence which is not expected from the standpoint of its victim. The main purposes of the word appear to be the desire to safeguard insurers from losses lacking a fortuitous element or an event or occurrence deliberately engineered by the insured, which are clearly not intended to be covered.
Bodily injury or Death-	Partial disablement or total disablement/death arising out of the incidents
Contract-	Means the Instructions to the Bidders, General Terms and Conditions of the Contract, Insurance Cover, bid forms, Form of Bid, Premium, Discounts, Bid Security, Letter of Acceptance, Agreement, Letter of award.

2. Conditions:

1. There are no known or reported losses or incidents likely to result in a claim except what has been already informed to the insurer.
2. Business Interruptions and Machinery Breakdown covers are excluded.
3. The Successful Insurer should agree to indemnify the insured any loss included against the risk covered.
4. The Insurance cover to be executed between the North Western Provincial Council (NWPC) and the successful Bidder shall be as per the cover agreed upon by the NWPC. New policy period will begin from the expiry date of the existing cover.
5. NWPC reserves the right to terminate the cover with one calendar months' notice. The Insurer shall not be entitled to any compensation or damage or loss incurred upon such termination or loss of profit. The proportional premium should be refundable.
6. In the event of an addition to the insured value with the insured period the premium payable for the addition will be on a pro-rata basis, based on original premium quoted and on the same terms and conditions of the Contract.
7. The premium inclusive of taxes and other charges of the cover will be paid in full within one month from the date of award to the successful Bidder.

3. General

1. Bidders must acquaint themselves fully with the conditions of the Bid. No plea for lack of information or insufficient information will be entertained at any time.
2. The Bids and any contract resulting therefrom shall be governed by and construed according to the laws of Sri Lanka.
3. No Bid shall be considered unless all the conditions laid down in the document have been strictly fulfilled.
4. No interest shall be paid on any Bid Security.
5. Language- The Language to be used is English and correspondence between the insured and insurer shall be in English.

4. Disputes

Any dispute of whatever nature arising from, out of or in connection with this agreement, on the interpretation thereof, or the rights, duties, obligations or liabilities of any party, or the operation, breach, termination, abandonment, foreclosure or invalidity thereof, shall be settled in accordance with the provisions of law governing like disputes and triable by court of law of The Democratic Socialist Republic of Sri Lanka

Chairman Procurement Committee

Procurement for an insurance cover of North Western Provincial Council building complex including permanent fixtures, fittings, office furniture, office equipment, gates and plants with Public Liability at Kurunegala for the year 2023

THE PROPERTY INSURED

Location: North Western Provincial Council Office Complex, Kurunegala
 Name & Address of insured: Chief secretary,
 Chief Secretary's office,
 North Western Provincial Council Office complex,
 Kurunegala.

Item	Description	Insured value (LKR.)
01	Building with permanent fixture & fittings	
A	Main buildings (Block-A, Block- B, Block- C) including 4 no's lifts	2,405,851,000.00
B	Public Service Commission Building	17,680,000.00
C	Lichchavi Building	111,207,000.00
D	Building- E including a lift	974,355,000.00
E	Auditorium	178,880,000.00
F	650 KVA Generator room	2,352,000.00
G	300 KVA Generator room	924,000.00
H	Front office building	7,216,000.00
I	03 Nos main gates with boundary walls around the building complex, 02 Nos Security hut with main name board	24,000,000.00
	SUB TOTAL	3,722,465,000.00
02	Office furniture, equipment, plants	
J	Office furniture, equipment of main buildings (Block-A, Block-B, Block C)	163,719,290.00
K	Office furniture, equipment of Public Service Commissioner Building	8,581,500.00
L	Office furniture, equipment of Building -E	40,293,350.00
M	Office furniture, equipment of Lichchavi Building	3,171,250.00
N	Office furniture, equipment of front office	1,101,500.00
O	Furniture & Equipment of Auditorium	8,432,000.00
P	650 KVA Generator	26,000,000.00
Q	300 KVA generator	22,000,000.00
R	CCTV Camera System	3,000,000.00
S	Electrical wiring & Panels with water pumps with water sump	4,000,000.00
T	AC machines with its' whole fittings	45,000,000.00
U	Telephone system with its, whole panels	3,500,000.00
V	Fire system	3,500,000.00
W	Solar system	7,000,000.00
X	Sound system	1,600,000.00
	SUB TOTAL	340,898,890.00
	TOTAL	4,063,363,890.00

SUMMARY OF BID

Total Annual Premium in Sri Lanka Rupee (for item No. 1, 2 & 3)

Basic Premium for above all items (LKR.)
Other Charges: (LKR.)
Terrorism (for total Amount) (LKR.)
Public Liability (for Rs.30 million) (LKR.)
Administrative fee: (LKR.)
.....
.....:
.....:
.....
Total Annual Premium except VAT (LKR.)
VAT (..... %) (LKR.)
Final Annual premium with VAT (LKR.)

Applicable Endorsements, clauses and warranties for item no 1, 2 & 3 above

(If any, extra sheets can be attached)

-
-
-
-
-
-
-
-
-
-
-
-
-
-
-

Final Total amount in words:
.....
.....

VAT Registration No.
.....

SIGNATURE OF BIDDER WITH SEAL

FORM OF BID

Bid Forms Issued to:

Chief Secretary,
North Western Provincial Council,
Provincial Council Building Complex,
Kurunegala.

.....

Date

Procurement of insurance cover for North Western provincial Council building complex including permanent fixtures, fittings, office furniture, office equipment, gates and plants at Kurunegala

We having examined and understood the content of instructions to Bidders, General Terms and Conditions of Bid forming part of the above Bid, along with Insurance cover Bid Forms thereto, do hereby undertake to provide the policies referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Bid Price of (in figures) Rs.....
(in words)

The makeup of the aforesaid total Bid Price is given in the accompanying insurance Cover Bid Forms. We understand that North Western Provincial Council is not bound to accept the either in part or in full and that the North Western Provincial Council has the right to reject the offer in full or in part without assigning any reasons whatsoever.

We enclose Bank Guarantee for LKR..... favoring Chief Secretary, North Western Provincial Council issued by Branch, with our offer.

We confirm that this offer shall be opened for acceptance until and that the same shall not be withdrawn or revoked prior to that date.

We confirm that we have attached the following documents as per clause 02 of Instructions to Bidders document.

Our contact for the purpose of this Bid, and the contract, if awarded to us is

Name:

Designation:

Telephone:

E-mail:

Fax No.:

.....
SIGNATURE OF BIDDER WITH SEAL

NAME AND ADDRESS OF BIDDER

FORM OF BID SECURITY

[this Guarantee form shall be filled in accordance with the instructions indicated in brackets]

----- *[insert issuing agency's name, and address of issuing branch or office]-*

**Beneficiary: Chief Secretary,
Chief Secretary's office,
North Western Provincial council Office complex,
Kurunegala. [hereinafter called "the Employer"]**

Date: ----- *[insert (by issuing agency) date]*

BID GUARANTEE No.: ----- *[insert (by issuing agency) number]*

We have been informed that ----- *[insert name of bidder (by issuing agency)]* (hereinafter called "the bidder") has submitted to you its bid dated ----- *[insert date (by issuing agency)]*(hereinafter called "the Bid") for the execution of **North Western Provincial Council building complex including permanent fixtures, fittings, office furniture, office equipment, gates and plants with Public Liability at Kurunegala** *[insert name of Contract]* under Invitation for Bids No. **NWP/CS/E/Tender/2022/03***[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee. At the request of the bidder, we ----- *[insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of - ----- *[insert amount in figures]* ----- *[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the bidder is the successful bidder, upon our receipt of copies of the Contract signed by the bidder and of the Performance Security issued to you by the bidder; or (b) if the bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ----- *(insert date)*

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

[signature(s) of authorized representative(s)] (SEAL)

NORTH WESTERN PROVINCIAL COUNCIL

Procurement of insurance cover for North Western Provincial Council building complex including permanent fixtures, fittings, office furniture, office equipment, gates and plants with Public Liability at Kurunegala

COMPANY PROFILE

01. NAME OF BIDDER:
02. ADDRESS :
03. TELEPHONE NO(S):
04. Date of Registration of the Company:
05. Year of Commencement of Business:
06. IBSL Registration Year and Reference:
07. Name, Designation and Contact Details of Authorized person to contact.

08. Financial Status of the Company (Not of Group of Companies)

PERIOD	TURNOVER (LKR.)	PROFIT AFTER TAX (LKR.)
2019/2020		
2020/2021		
2021/2022		

(Audited Statement of Accounts Attached)

09. VAT Registration No:

10. Brief description of main business activities:

11. Brief Note on Technical Competency of the Bidder to provide the services requested:
 (If any, extra sheets can be attached)

12. DETAILS OF INSURANCE SERVICES PROVIDED TO OTHER CLIENTS FOR SIMILAR COVERS FOR LAST 5 YEARS (from 2018 to 2022)

<i>NOS</i>	<i>CUSTOMER NAME</i>	<i>YEAR AND VALUE OF POLICY (LKR. Million)</i>	<i>POLICY DESCRIPTION</i>	<i>CONTACT DETAILS of Client</i>
<i>1</i>				
<i>2</i>				
<i>3</i>				
<i>4</i>				
<i>5</i>				

Authorized Signature:

Company Seal:

Name:

Date:

NORTH WESTERN PROVINCIAL COUNCIL

Procurement of insurance cover for North Western Provincial Council building complex including permanent fixtures, fittings, office furniture, office equipment, gates and plants with Public Liability at Kurunegala

LIST OF CORPORATE CLIENTS-2021/2022

01.

02.

03.

04.

05.

06.

07.

08.

09.

10.

Authorized Signature:

Company Seal:

Name:

Date:

SPECIMEN FORM OF PERFORMANCE BANK GUARANTEE

(UNCONDITIONAL)

To : (Name of employer)
..... Address of employer)

PERFORMANCE GUARANTEE NUMBER :

DATE :

SUM GUARANTEED

We have been informed that M/s (Name and address of the server/supplier/ contractor) [Hereafter called "the contractor "] has entered into contract No dated with you for the *insurance coverage of North Western provincial Council building complex including permanent fixtures, fittings, office furniture, office equipment, gates and plants with Public Liability at Kurunegala* [Hereafter called "the contract"];

Furthermore, we understand that according to the condition of contract a performance guarantee is required.

At the request of the contractor, we..... (Name of the Bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rs..... (Amount in words) Rs..... (Amount in figures), such sum being payable in the types and proportions of currencies in which the contract price is payable, upon receipt by us of first demand in writing accompanied by a written statement stating that the contractor is in breach of its obligation (s) under the contract, without your needing to prove or to show grounds for your demand or sums specified therein.

This guarantee shall expire, no later the day.... of..... (Year) [Insert the date, 28 days beyond the scheduled date for the completion of the contract] and any demand for payment under it must be received by us at this office on or before that date.

Signature and the seal of the Guarantor :

Name of the Bank (SEAL) :

Address :

Date :

- 1. Witness
- :
- 1.....
- 2.....