**Invitation to Bid (Tender)**

**SWEDO**, the Swedish Development Aid Organization, invites qualified contractors and individuals to submit your bid/tender for **Construction of Administrative Unit Caravans** as per the information mentioned below:

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| **Information table** |
| **Project Code:** | 4/SWEDO/SYR/22 |
| **Project Name:** | **Construction of Administrative Unit Caravans** |
| **Location of the project:** | 8 villages at Ar Raqqah and Deir-ez-Zor– Syria (Please refer to the attached table at the last page to learn the exact locations) |
| **Closing date and Time:** | Wednesday –31st of August, 2022 at 11:59 AM  |
| **Tender Submission Instructions:** | By email to: nesprocurement@swedoaid.org |
| **Tender Validity:** | One month  |
| **Penalty for delay in completion per day:** | %0.5 of the total price of Bills of Quantities, if the amount of the penalty exceeds %5 of the total contract price SWEDO has the right to terminate the contract, pay your dues after deducting penalties, undertake direct implementation or hire another contractor  |
| **Maintenance period:** | Three months after completion  |
| **Bid/performance deposit:** | Supplier must pay USD 2,000 upon signing the contract. |

You are invited to submit your tender under the following conditions:

1. **Instructions to Bidders:**
* The Invitation to Bid (ITB) is a formal method of tendering. It is used for the procurement of goods and services with standard and firm specifications that can be expressed qualitatively and quantitatively.
* Please submit all data requested in black or blue ink printed. Additional contractor's signatures are required wherever changes or alterations are done and on each page of this tender.
* Return the complete set of the tender documents listed herein below by email to nesprocurement@swedoaid.org
* Interested bidders must submit their offer through two separate emails, one for the technical offer (the documents mentioned in clause 3.3 excluding Bill of Quantity and Invitation to Bid) and the other email for the financial offer (only Bill of Quantity and Invitation to Bid). The subject lines of the email should read:
	+ 4/SWEDO/SYR/22 – Technical
	+ 4/SWEDO/SYR/22 – Financial
* Any combined submission of both technical and financial offers will be disregarded. And any submission not mentioning the above-mentioned subject lines will also be disregarded.
* The tender must be submitted before the closure date and time stated in this form of Invitation to Bid, otherwise the tender will be rejected by the Tender Opening Committee.
* No modifications and changes in tender documents of any nature are accepted after submitting the tender.
* The tender documents are confidential.
* Submit only the English version of this Invitation to Bid and Bill of Quantities. The ruling language according to which the contract is to be constructed and interpreted in English.
* Please write and round up the Total Amount of Tender to the nearest USD.
* SWEDO reserves the right to cancel this tender at any stage before contract signature without any compensation to any bidder.
* SWEDO is not bound to accept the lowest tender. SWEDO can re-tender if consider adequate.
* SWEDO shall decide on the awarding of the contract according to the results of the evaluation process outlined in this invitation.
* Interested bidders must visit the site before pricing and it is the duty of the bidder to check the designs for accuracy, and adequacy and availability in the local market, otherwise the SWEDO takes no accountability of the Contractor’s failure to accomplish the work.
* The site visit is mandatory. The date and time will be mentioned in the announcement sheet.
* And any Bidder who does not attend the site visit will be excluded from the bidding.
* The winning bidder shall pay a bid/performance deposit of USD 2,000 in cash (bid/performance deposit) within one week after signing the contract to guarantee that the bidder will enter into the contract within a specified time and ensures that the work/services will be performed in accordance with the contract documents.
* If the selected bidder fails to submit the bid/performance deposit as mentioned above, SWEDO has the right to terminate the contract and award the contract the second potential bidder.
* The bid/performance deposit will be returned to the bidder after finishing 10% of the project. If the bidder signs contract with SWEDO and refuses to start the project in time, SWEDO will have the right to keep the cash and use it for its project activities.
* Please read this invitation to bid carefully before submitting the tender.
1. **List of Documents of this Tender:**

The documents that are attached to this Invitation to Bid/Tender are:

* Invitation to Bid (this document)
* Drawings and photos (Annex A)
* Bill of Quantities)
* General Specifications (refer to point 3.2)
* General Conditions (refer to point 3.2)

Note: All the documents should be signed and stamped by the bidder.

1. **Conditions:**
	1. **Definitions:**
* **Purchaser:** SWEDO The Swedish Development Aid Organization
* **Contractor:** the person, persons or firms to whom the tender has been awarded by the purchasers and including the Contractor's personal successor after the Employer’s approval.
* **Engineer:** Any person or engineer appointed by the purchaser.
* **Contract**: This refers to the Specifications, Drawings, Bill of Quantities, Tender, Contract Agreement, Implementation arrangements, General Conditions of Contract, photos, and any letter accompanying the tender, which has been countersigned on behalf of the contract document The contract shall be considered as concluded effective and binding to both parties upon issuance by the purchaser of the acceptance letter and receipt of it by the Bidders or his/her authorized representative.
* **Works**: this refers to all the works required to be implemented that are detailed in the Drawings, Bill of Quantities, and other documents instruction for the contract.
	1. **Conditions and Specifications:**

Conditions of the contract will be according to "General Conditions" traditionally used in the country of operation. If any other conditions are used this will be mentioned clearly pointing out the Clause in the statements of the contract.

Specifications governing the execution of the works shall be "British Standards" and "ACI Building Code of Practice", with all publications traditionally used in the country of operation as specifications. These specifications shall cover all the Works to be built according to the Contract. "Equivalent" specifications can be used after written permission by SWEDO. The Bidder is responsible for fully understanding the nature of the works and the specifications of materials required.

* 1. **Capabilities:**

The Bidder shall submit the administrative structure of the Company with the following:

* Financial records (previous invoices, contracts, proof of payments, financial statements, etc.) to show that the company is capable of financing at least 40,000 USD.
* List of similar works, constructed in recent years, with UN/NGOs, local authorities, and/or the private sector.
* List of required equipment and machinery that are related to the construction of such a project such as shovel, crane, compactor, trucks, sandwich panel workshops, etc.
* Scope of Work.
* List of staff and qualifications.
* Work plan and timeline.
1. **Payment Instructions:**
* The Contractor shall submit an invoice to SWEDO’s Technical Team after fully finishing of works requesting the amounts he/she considers himself/herself entitled in respect of:
	+ Measurements of works executed by SWEDO and the bidder technical team. Payments will be done based on the Engineer's measurements and SWEDO team approval.
	+ Materials on site cannot be included in the invoice, unless mentioned in the Bill of Quantities.
	+ Any other sum to which the Contractor may be entitled to under the Contract.
* The invoice must be accompanied by completion reports signed by SWEDO and the contractor.
* Payments will be issued after finishing all the works, successful results of all material tests required by SWEDO and executed in an official department (Directory of construction laboratory) and invoice presented by the contractor. The invoice should give details of the payment (additions, deductions etc.)
* The payment shall be executed upon certificate of completion/reception of all works issued by SWEDO Technical committee together with a final invoice.
* Final payment shall be made with 60 days after provisional acceptance, provided that during this period the Contractor, after written notice thereof from SWEDO, has repaired and made good at his/her expenses all defects, shrinkage and/or other faults arising from its workmanship or from the quality of materials supplied by the later. The final acceptance will be issued if the repairs required have been made during this period, and the contractor has to inform SWEDO officially.
* In case the supplier failed to repair and fix defects, shrinkage and other faults arising due to bidder execution within one week, SWEDO has the right to extend the payment duration from 60 days to 70 days.
* Payments shall be made in USD only.
* The contractor shall provide SWEDO with a bid/performance deposit determined by SWEDO as stated in the information table (page 1)
* There is no change in prices of this contract components due to any change in the USD exchange rate in the market.
1. **Drawings, Bill of Quantities and Bids Evaluation:**
	1. **Technical Documents**
* Technical Documents attached to this “Invitation to bid” are:
* The Drawings prepared by SWEDO technical team and other drawings for installation and services as required in each case and as attached.
* The Works and quantities are indicated in the Bill of Quantities. Quantities are only estimates.
* SWEDO technical team has complete authority to provide the Contractor with plans and additional instructions that are necessary for implementing the Works correctly and efficiently and the Contractor has to carry out and undertake those works and instructions. Should additional work be required, SWEDO will compensate the contractor according to the measurement.
* The contractor should be required, before or during the execution of the Works, to submit technical drawings, samples, and their technical information on how to measure the progress of his/her work or for other technical purposes.
* It is the right and the duty of the bidder invited to bid to check the accuracy of all the quantities and all technical information received at this Invitation to bid stage, which is required to execute the works, in case of any quantities and or technical information discrepancies it is the bidder responsibilities to report to the SWEDO technical team during the field visits before final submission of the bid. Highlighted below:
* Drawings must be checked by the Bidder for any discrepancy in dimensions.
* Bill of Quantities is estimated quantities only. The Bidder must check the quantities.
* In case of discrepancies, between the Bill of Quantities and Drawings the dimensions of Drawings are more important. If any changes are applied, this must be to the satisfaction and approval of the SWDO technical team.
* During the execution of the Contract, the Bidder may submit or receive additional technical information
* The Bidder is responsible for inspecting and understanding Site conditions, soil-bearing capacity, and water (if any) below natural ground level, access condition to the site, and any site investigations. This has to be done, even if SWEDO has attached to the drawings site and soil information.
* The nature of Works and materials required for the construction.
* Any difficulty to go to the site, including any security issues.
* SWEDO shall assist "on a best effort basis" to solve difficulties to build the Works fast and economically, but is not obliged to do so.
1. **Bids Evaluation**

The purpose of bid evaluation is to determine the qualified responsive bid from amongst the substantially responsive bids received.

In order to determine the qualified responsive bid, a systematic evaluation process that follows a logical sequence should be followed. The bid evaluation will be done through two steps as shown below:

**Step 1. Technical Evaluation (70%):**

All Bids which have been declared responsive will then include in the further evaluation process.

This is the component of the evaluation process and weighted as 70% of the total evaluation scoring.

* The features/factors that are related to the bidders’ capability, skills and competence will be taken into consideration like:
* Similar works with UN/NGOs and other (15%) at least 3 similar works
* Financial records (previous invoices, contracts, proof of payments, financial statements, etc.) to show that the company is capable of financing at least 40,000 USD. (20%)
* Project implementation period, work plan/ timeline (10%)
* Scope of Work (SoW) (20%)
* List of Equipment and Machines (5%).
* The Non-price features will be evaluated according to the information and documents submitted by the bidders and available with SWEDO.
* Each Feature has been weighted as per its importance. The evaluation committee will assign each desirable/preferred feature a whole number score from 0 to 4, defined as follows:
* 0 means the feature is absent
* 1 means feature is present but shows deficiencies
* 2 means the feature fully meets the requirements
* 3 means the feature marginally exceeds the requirements
* 4 means the feature significantly exceeds the requirement
* Bidders who gain 42% and above out of 70% in the first stage, will be considered for second step (Financial)
* The scoring used for the Technical Evaluation and the results of sorting the bidders is purely for determination of the "Pass/Fail" bids.

**Step 2. Financial Evaluation (30%):**

* All bids that successfully pass the first step (Technical) will be subject to the second and final step evaluation (Financial) as shown hereinafter:

* This is the second and final step of the evaluation process and is weighted as 30% of the total evaluation scoring.
* Initial financial evaluation: If the submitted price is 15% over or less than the allocated budget for the project, the bid will be disregarded from further evaluation.
* After the initial financial evaluation, the lowest price will be considered as a winner.

**Results and recommendation:**

* The bidder who passes the technical and initial financial evaluation with the lowest price will be the winning bidder.
* IMPORTANT NOTICE: The works mentioned in the Bills of Quantities are for one village only. SWEDO may award the works to three contractors, each one receiving the works of 2 or 3 villages, but provided that they have outstanding experience and strong financial capacity. The village works will be awarded to each contractor according to the villages’ locations.
1. **Signature of Contract and Contract Duration:**
* After its successful tendering and following the required authorization within the tender validity period stated in page one, the selected Contractor has to sign the Contract.
* **Mobilization Period:** The contractor undertakes to commence work within **"3 days"** from the receipt of SWEDO "Order to proceed", and the handing over of the site to the Contractor.
* **Site Engineer**: The Contractor must keep qualified Site Engineer on the project sites. The Site Engineer will be considered as a staff member of the Contractor and will not be entitled to any kind of insurance or payments whatsoever from SWEDO.
* **Site Office:** The contractor must furnish a well-equipped office for the use of the technical staff as a temporary work. A site book appropriate to record all information should be provided and kept always on site. Building and maintenance of that office will not be entitled to any kind of compensation.
* **Contract Duration:** The time for implementation will be determined by the contractor. SWEDO believes it must not exceed 30 calendar days. In case of bad weather conditions or other justified reasons agreed by the Engineer and SWEDO, extra days will be added at the end of the contract period. Extra days should be requested by the Contractor within 15 days after the event happens (example: within 15 days after the freezing days).
* **Penalty:** Penalty will be charged for non-justified delays after the expiry of Contract duration. Delay fines are determined by SWEDO as outlined in the information table (page 1). Breaking the contract shall not exempt the contractor from paying up the penalties.
1. **Sub-contracting:**

The contractor has no right to contract the whole or part of the works to any third party without the prior consent of SWEDO. Any such consent shall not relieve the contractor from any liability or obligation under the contract.

1. **Total Amount of Tender:**

The Tenderer must submit a "TOTAL Amount of Contract" for the execution of the works. Do not use decimals for total project or contract amount. This "TOTAL Amount of Contract" may be adjusted at final payment date.

|  |  |
| --- | --- |
| **Total Amount in number:** |   |
| **Total Amount in words:** |   |
| **Company/contractor name:** |  |
| **Name of the Tenderer/Bidder/representative (person):** |  |
| **How long it takes you to finish this project for 3 villages (calendar days). Note that SWEDO estimates 30 days as a reasonable period** |  |
| **How many similar projects have you implemented so far? This should be supported by documents that you should submit with the tender. At least 2 similar works are required.** |  |
| **What is the financial capital of your firm/personal?** | USD |
| **Address:** |  |
| **Signature and stamp of the Tenderer/Bidder:** |  |
| **Date:** |  |

* E-mail: nesprocurement@swedoaid.org
* Mobile: +964 750 462 4907‬ (available on WhatsApp and viber)

**The table below shows the site location of each village:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **District** | **Sub-District** |  **CAU Village Names in English** |  **CAU Village Names in Arabic** |
| 1 | ArRaqqa | Karama | BaDeir  |  بدر  |
| 2 | Karama | Qadessiyeh  |  القادسية  |
| 3 | Karama | Modar  |  مضر  |
| 4 | Sabka | Ratla  |  رطلة  |
| 5 | Sabka | Akeirshi  |  العكيرشي |
| 6 | Deir-ez-Zor | Abu Kamal | Shafa  |  الغربية الرئيسية |
| 7 | Abu Kamal | Shafa  | الشرقية السور  |
| 8 | Sosa | Felasteen  |  فلسطين  |