



INFORMATION AND COMMUNICATION TECHNOLOGY AGENCY OF SRI LANKA

BIDDING DOCUMENT

NATIONAL COMPETITIVE BIDDING (NCB)

FOR

An office premises to be taken on rent for Information and Communication Technology Agency of Sri Lanka

INVITATION FOR BIDS No: ICTA/GOSL/SER/OC/NCB/2017/02

February, 2017





Information and Communication Technology Agency of Sri Lanka

Invitation for Bids/Proposals for an office premises to be taken on rent ICTA/GOSL/SER/OC/NCB/2017/02

Information and Communication Technology Agency of Sri Lanka (ICTA) that functions under the purview of Ministry of Telecommunication and Digital Infrastructure is presently located at Kirimandala Mawatha, Colombo 05 intends to relocate its office at a suitable, safe and convenient location to be taken on rent in and around Colombo city limits due to want of additional space to meet urgent expansion of project activities.

The expected floor area looking for is approximately 25,000 square feet that should be in one building and should have all standard and required amenities with reserved parking facilities for about fifty (50) vehicles.

ICTA now invites sealed Bids/Proposals from Building Owners/Lease Holders for providing office premises on rent.

A complete set of Bidding Documents in English Language may be purchased by interested building owners/Lease Holders on submission of a written application and upon payment of a non-refundable fee of Sri Lankan Rupees Twelve Thousand Five Hundred (12,500.00) effective from **February 08, 2017** during office hours on working days from the office of the ICTA at 160/24, 2nd floor, Kirimandala Mawatha, Colombo 05. The method of payment will be by cash.

Interested Building Owners/Lease Holders may obtain further information from Procurement Division, Information and Communication Technology Agency of Sri Lanka (ICTA), 160/24, 2nd Floor, Kirimandala Mawatha, Colombo 05. (Telephone: 2369099, Facsimile: 2369091, email: procurement@icta.lk).

Sealed Bids/Proposals with all relevant details must be delivered to Procurement Division C/o. Managing Director/Chief Executive Officer, Information and Communication Technology Agency of Sri Lanka (ICTA), 160/24, 2nd Floor, Kirimandala Mawatha, Colombo 05 to be received at or before **1500 Hrs (3.00 P.M) on March 02, 2017.**

ICTA has the right to accept or reject any Bid/Proposal without adducing any reasons and ICTA will not be responsible for any costs or any expenses incurred by the prospective building owners in connection with the preparation or delivery of Bids/Proposals.

Chairperson Information and Communication Technology Agency of Sri Lanka (ICTA) 160/24, 2nd Floor, Kirimandala Mawatha, Colombo 05 February 08, 2017

A: General					
1. Scope of Bid	1.1 The Employer named in the Bid Data Sheet (BDS) invites you to submit a Bid for providing office space on rent as specified in Section III Schedule of Requirements.				
2. Source of Funds	2.1 The Employer intends to apply a portion of the funds provided by the Government of Sri Lanka (GoSL) to eligible payments under the contract for which these bidding documents are issued.				
3. Fraud and corruption	3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines of Government of Sri Lanka:				
	 Parties associated with Procurement Actions, namely, Service Providers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process; 				
	 Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Service Providers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official. 				
	3.2 The Employer requires that, as well as bidders, Service Providers, contractors, and consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,				
	 (1) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; 				
	(2) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;				
	(3) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, noncompetitive levels; and				
	(4) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;				

Section I. Instructions to Bidders (ITB)

4. Contents of documents	 3.3 If the Employer found any unethical practices as stipulated under Clause 3.2, the Employer will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question. B: Contents of Documents 4.1 The documents consist of the Sections indicated below. Section I. Instructions to Bidders (ITB) Section II. Bid Data Sheet Section III. Schedule of Requirements Section V. Bid submission Form & Price schedule,
	C: Preparation of Bid
5. Documents Comprising your Bid	 5.1 The Bid shall comprise the following: (a) Bid Submission Form, the Price Schedule (b) Other documents as specified in the Bidding Document
6 .Bid Submission Form and Price Schedules	 6.1 The bidder shall submit the Bid Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. 6.2 Each bidder shall submit only one Bid.
7 .Prices and Discounts	 7.1 The price to be quoted in the Bid Submission Form shall be the total price of the Bid (including any discounts offered). 7.2 Price offered shall include all sales and other taxes already paid or payable excluding VAT. VAT shall be indicated separately if applicable. 7.3 Prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price shall be treated as non responsive and may be rejected.
8. Currency.	8.1 The bidders shall quote only in Sri Lankan Rupees
9. Documents to Establish the Conformity	 9.1 The bidder shall furnish as part of its Bid the documentary evidence that the Office space offered conforms to the specifications and standards specified in Section III, "Schedule of Requirement". 9.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential requirements of the premises and available facilities.
10. Period of Validity of Bid	10.1 Bids shall remain valid for the period of Sixty (60) days after the Bid submission deadline date. i.e. May 01, 2017
11. Format and Signing of Bid	 11.1 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the bidder.
	D: Submission and Opening of Bid
12. Submission of Bid	12.1 Bids addressed to the Employer should be submitted in sealed envelopes and must be delivered as specified. Envelopes containing the Bid should be clearly marked the specific identification of the contract number.

13. Deadline for Submission of Bid14. Late Bid15. Opening of Bids	 12.2 If the Bid is not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid. 13.1 Bid must be received by the Employer at the address set out in Section II, "Bid Data Sheet", and no later than the date and time as specified in the Data Sheet. 14.1 The Employer shall reject any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 13.1 above. 15.1 The Employer shall conduct the opening of Bid in public at the address, date and time specified in the Bid Data Sheet. 15.2 Representative of the bidders may be present at the bid opening and mark its attendance.
	E: Evaluation and Comparison of Bid
16. Clarifications	 16.1 To assist in the examination, evaluation and comparison of the Bids, the Employer may, at its discretion, ask any bidder for a clarification of its Bid. Any clarification submitted by a bidder in respect to its Bid which is not in response to a request by the Employer shall not be considered. 16.2 The Employer's request for clarification and the response shall be in writing. 16.3 No change in the price or substance of the Bids shall be permitted except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of Bid.
17. Responsiveness of Bids	 17.1 The Employer will determine the responsiveness of the Bid to the documents based on the contents of the Bid received. 17.2 If a Bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the Employer.
18. Evaluation of Bid	 18.1 The Employer shall evaluate each Bid that has been determined, to be substantially responsive. 18.2 To evaluate a Bid, the Employer may consider the following: (a) The Price as quoted; (b) Price adjustment for correction of arithmetical errors in the following manner; i) 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 the Employer 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; ii) 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 iii) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed
	 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 (i) and (ii) above. 18.3 The Employer's evaluation of a Bid may require the consideration of other factors, in addition to the Price quoted if stated in Section II, Bid Data Sheet. These factors may be related to the characteristics, performance, and terms and conditions of purchase

	and bidder's qualifications.
20. Employer's Right to Accept any Bid, and to Reject any or all Bids	20.1 The Employer reserves the right to accept or reject any Bid, and to annul the process and reject all Bids at any time prior to acceptance, without thereby incurring any liability to bidders.
	F: Award of Contract
21. Acceptance of the Bid	 21.1 The Employer reserves the right and has the discretion to negotiate rates offered taking in to consideration of current market rates and the facilities offered. The Employer will accept the Bid of the bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the documents issued.
22. Employer's right to vary quantities at times of award	22.1 At the time the contract is awarded, the Employer reserves the right to increase or decrease the duration of service and related services originally specified in the schedule of requirement, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and Bidding Documents.
23. Notification of acceptance	23.1 Prior to the expiration of the period of validity of Bid, the Employer will notify the successful bidder, in writing, that its Bid has been accepted.
24. Payment	Payment shall be made to the Service Provider as specified in BDS

Section II: Bid Data Sheet

ITB Clause Reference			
Kelefence			
1.1	The Employer is : Information and Communication Technology Agency of Sri Lanka (ICTA)		
	Address: 160/24, 2 nd Floor, Kirimandala Mawatha, Colombo 05 Attention : Director -Procurement Telephone : 2 369099 Fax : 2 369091		
	Email : procurement@icta.lk		
	Name of the contract : An office premises to be taken on rent for Information and Communication Technology Agency of Sri Lanka		
	Contract Number/IFB No: ICTA/GOSL/SER/OC/NCB/2017/02		
	To consider for evaluation and qualify for contract award, bidders are required to quote for total requirement as specified in the Schedule of Requirement. Partial Bids shall be treated as non-responsive and rejected.		
9.3	Documentary proofs to certify that the bidder is the owner/Lease Holder of offered properties is required to be submitted along with the Bid.		
13.1	Address for submission of Bids is :		
	Procurement Division, C/o, Managing Director/Chief Executive Officer, Information and Communication Technology Agency of Sri Lanka (ICTA), 160/24, 2 nd Floor, Kirimandala Mawatha, Colombo 05		
	Deadline for submission of Bids is : 1500 Hrs on March 02, 2017 Envelope containing the Bid should be marked "An office premises to be taken on rent for Information and Communication Technology Agency of Sri Lanka – (ICTA/GOSL/SER/OC/NCB/2017/02)"		
15	The Bids shall be opened at the following address immediately after the deadline for submission of Bids.		
	Information and Communication Technology Agency of Sri Lanka, 160/24, 2 nd Floor, Kirimandala Mawatha, Colombo 05		

18.3	Other factors that will be considered for evaluation are given below. Documentary evidence should be submitted to confirm these requirements.		
	Bidder shall be either a original Owners/Lease Holders of property. Bidder should submit evidence of their ownership/ Lease Holder ship of the property.		
	Property shall be visited by Committee of Employer to verify the details of the premises submitted with the bid.		
	Bids shall meet all requirements specified in the Schedule of Requirements.		
22	Employer reserves the right to increase or decrease the sq.ft requirement by 20% without any change in the unit price or other terms of the contract.		
24	Rental shall be made on monthly basis.		

Section III: Schedule of Requirements

1. BACKGROUND

Information and Communication Technology Agency of Sri Lanka (ICTA), a government owned company, is the apex agency for Information Technology in Sri Lanka, established by ICT Act No. 27 of 2003, which functions under the purview of Ministry of Telecommunication and Digital Infrastructure.

Office of the ICTA is currently located at a building in Colombo 05 having approximately 16,000 square feet with a staff strength of about 140. Due to expansion of projects scopes and new initiatives with implementation of larger projects, ICTA intends to increase staff strength and therefore there is an urgent requirement of obtaining sufficient office space for relocation. Also there are large number of visiting customers including government officials.

ICTA is in need of office space of approximately 25,000 square feet and reserved/secured parking facilities for about Fifty (50) initially for a period of four (4) years with a flexible option for expansion and to renew for further duration depending on the requirement.

ICTA now invites sealed bids from **Owners/Lease Holders of properties** approved for Commercial/Institutional purposes for providing approximately 25,000 square feet **unfurnished** office space, in and around Colombo city limits, for relocating the office of Information and Communication Technology Agency of Sri Lanka.

2. <u>REQUIREMENTS</u>

Bidders are required to state their compliance to the requirements against each and every requirement listed below and provide the details.

No.	Requirements	If agreed and Details required
1	Office space offered should be in and around Colombo city limits.	
	(Nothing contained in this clause shall however, prohibit ICTA to accept the accommodation within Colombo suburb, if the terms and the facilities/features are found to be attractive, meeting the requirement of the Employer)	
2	Complete address of the location.	
3	Brief description of the location. Single or multi-story building	
5	Single of multi-story bundling	
4	Total offered area (Floor wise) in square feet	
5	Space offered shall be new and should preferably be an open hall approved for Commercial/ Institutional use in a single building.	
6	Evidence of appropriate approvals for commercial/ institutional use of the property must be submitted with Bid.	
7	In case, space offered is on multiple floors, it is preferable to have on continuous floors with the provision for dedicated entry for movement between the floors.	
8	If the accommodation offered is in a multi-storey building, availability of lifts and carrying capacities of each lift.	
9	Adequate space shall be available for reserved/secured onsite parking facilities for about Fifty (50) vehicles.	
10	The offered property should have 24 hours three Phase electricity supply for each floor.	
	A separate electric meter (commercial) should be installed exclusively for the use of the Employer.	
11	Should have 24 hours running water supply for both drinking and utility facilities. Water storage facility should be available.	
12	There should be enough arrangement for public utilities (wash rooms, Toilets, etc) for staff and visitors (men and women separately).	
13	The Property offered should be well connected by public transport at a reasonable distance and should be easily accessible.	
14	The property offered should have adequate security cover	

	and fire safety measures installed as per the standard	
	requirements. Also the emergency exits, corridors, staircases	
	etc. should be sufficiently wide.	
15	The space offered should be free from any lightlity and	
15	The space offered should be free from any liability and	
	litigation with respect to its ownership, lease/renting and	
	there should be no pending payments against the same.	
16	Possession of the accommodation will be handed over to	
_	Employer within 15 days from the award of the contract and	
	rent shall be effective from the date of taking over the	
	possession.	
17	Clearances/No Objection Certificates from all relevant	
	Government, provincial and Municipal authorities	
	including Fire Department for use as office premises	
	conforming to the municipality Rules/By-laws along	
	with the documents in support of ownership of	
	Building/Land and construction thereon must be submitted	
	with the Bid. Also copies of approved plan of the	
	accommodation offered should be submitted along with the	
	Bid.	
10		
18	The bids shall be submitted only by original	
	Owners/Lease Holders of properties. Employer will not	
	pay any Brokerage fee for the offered property.	
19	If the office space offered has Power Back-up, electrical	
	fixtures (light, fans etc.) ACs, etc installed, the rates may	
	quoted separately. However, if the rates quoted for these	
	facilities are not found acceptable, the bidder should be	
	prepared to remove the same at their own cost and for the	
	purpose of assessment of lowest bid, rates for space only	
	would be considered	
20	If agrees to increase electricity load in case the Employer	
	requires	
	The property tax, water tax etc levied by Local Govt. and	
21	Central Govt. are to be borne by the Owner of the property.	
22	Any other salient aspect of the building, which the	
	owner may like to mention.	
23	Should agree to enter into an agreement.	
24	Details of Air Conditioning facility shall be specified	
25	Building should have lighting protection system.	

Section IV

Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions will accepted.] Date:

To: [insert complete name of Employer]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the bidding document issued;
- (b) We offer to supply in conformity with the documents issued and in accordance with requirements specified in the Schedule of Requirements.
- (c) The monthly rental of our Bid including any discounts offered is given in Price Schedule.
- (d) Our Bid shall be valid for the period of time specified in ITB Clause Reference 10.1, from the date fixed for the Bid submission deadline in accordance with Bid Data Sheet (ITB Clause Reference 13.1), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name :

Signature of authorized officer of the Owners/Lease Holders:.....

Name of authorized officer of the Owners/Lease Holders:.....

Address:.....

Contact details: Tel, email

Date:

Price Schedule

No.	Description	Number of square feet	All inclusive Rate quoted per square feet/LKR Excluding VAT	All inclusive Monthly Total price /LKR Excluding VAT
1	Office space with all requirements specified and agreed	25,000		

VAT percentage (%), if applicable:....

Percentage (%) of yearly rent revision :....

Signature of authorized officer of the Owners/Lease Holders:.....

Name of authorized officer of the Owners/Lease Holders:.....

Address:.....

Contact details: Tel, email

Date: