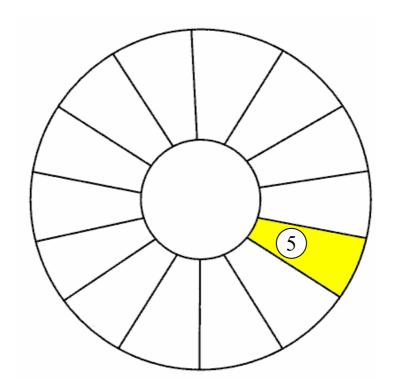
### Gemidiriya Community Development and Livelihood Improvement Project

### **Community Operations Manual**

## **Chapter 5 - Procurement Strategy**



September 2007

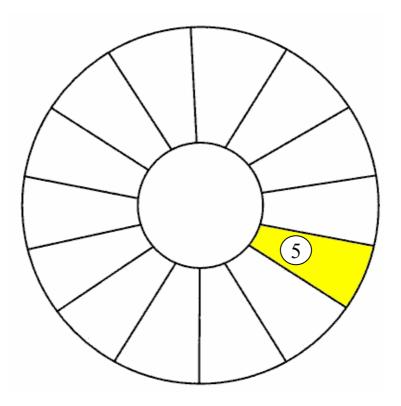
### **Gemidiriya Foundation**

Ministry of Nation Building and Estate Infrastructure Development No. 40, High Level Road, Kottawa, Pannipitiya, Sri Lanka

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### **Procurement Strategy**



### In this chapter we will learn:

- What is Community Procurement?
- Key Rules
- Capacity Building for Procurement
- Advantages of Community Procurement
- Procurement Methods
- Procurement Cycle
- Procurement Roles and Responsibilities
- Safeguards for Procurement
- Do we agree checklist

### 1. Introduction

In order to sustain and empower the people's Company and implement the Village Development Plan, a formal procurement process is required, By procurement is meant the securing of goods, works and services for value of money paid and of required quality and specifications

The procurement process includes

- 1. Procurement of office equipment
- 2. Procurement of stationary
- 3. Procurement of goods and works and
- 4. Procurement of Capacity building and Consultancy Services .

### 2. Community Procurement

Under the Gemidiriya program, communities are encouraged to carry out procurement of

- (i) Goods, equipment and materials
- (ii) Works,
- (iii) Services

as described below consistent with procedures and rules given in this manual.

### 2.1 Goods, Equipment & Materials

Goods & Equipment means, water pumps, small generators, roofing sheets, office equipment, office furniture, etc. required for implementation of a development proposal. Materials means cement, sand, steel, pipes and fittings for water supply work, electric cables, wiring, and fittings, etc.

#### 2.2 Works

**Works** means, construction of buildings, roads, water towers, laying of water pipes, rehabilitation of minor irrigation schemes including structures, etc. This may include as required the hiring of skilled and unskilled labour towards implementation of such works, and transportation services etc.

#### 2.3 Services

**Services** means, hiring of individuals/ firms who will provide services such as; preparation of feasibility studies, engineering estimates and drawings, implementation support for subprojects, capacity building of village organisation and subproject committees, quality monitoring of works, setting up accounting systems, setting up savings and loan schemes.

### 3. Composition of Procurement Committee

Procurement committee should consist of at least five members and 50% or more of women and 30% of youth participation.

Composition of Procurement Committee is as follows:

- (i) Two members from the Board Of Directors
- (ii) Adult member who has experience and ability in procurement activities and appointed by Maha Saba
- (iii) One young member or one member representing a beneficiary family appointed by the Maha Sabha
- (iv) one member from respective sub project committee

# Livelihood Committee also can be considered as a sub project committee and one member from such project may be appointed when necessary.

Procurement committee appointments, re-filling vacancies and removal should be done by a Maha sabaha meeting with 80% attendance. Chairman of the committee should be appointed by the committee and the Directors Chairman and a Chairman of another committee.) may not be allowed to hold the post of Chairman

### 4. Procurement Roles and Responsibilities

Name of Institution	Roles and Responsibilities
Maha Sabha	<ul> <li>Approve the VDP with quantity, quality and estimated prices of all items needed for implementation</li> <li>Approve the Procurement Plan prepared by Sub-project Committee</li> <li>Approve procurement decisions and thresholds</li> <li>Suggest alternative proposals to overcome deficiencies in procurement</li> <li>Appoint / fill vacancy in Procurement Committee</li> </ul>
VO Board of Directors	<ul> <li>Monitor, Supervise and Approve all procurement activities</li> <li>Inform Maha Sabha on all procurement actions</li> </ul>
Sub-project Committee	<ul> <li>Procurement of items up to SLR. 5,000.00 under an emergency.</li> <li>Collect market information on various items needed for implementing the VDP such as; rates, suppliers etc. and use it for VDP preparation</li> <li>Undertake the procurement activities related to the particular sub project upto SLR 15,000/=</li> <li>Supervise implementation to ensure the following:         <ul> <li>Materials are of good quality and used in quantities as prescribed in Sub - Project Proposals</li> <li>Works are carried out as per Sub - Project Proposals guidelines</li> <li>Timely implementation of Sub – Project Proposals</li> </ul> </li> <li>Assess availability of materials in the district</li> </ul>

Name of Institution	Roles and Responsibilities
	<ul> <li>Ensure that items are procured at best prices</li> <li>Keep a record of goods and services procured with the name and address of authorized dealers, consultants; actual costs; quantity, quality of work, etc.</li> <li>Transportation and Stores management of the procured items</li> </ul>
Procurement Committee	<ul> <li>Get written request from relevant sub committees on requirements</li> <li>Procurement of items up to Rs. 5,000/- under an emergency</li> <li>Undertake all procurement activities, except the items procured by the Sub Project Committees.</li> <li>Guide and co-ordinate the activities of the various Subcommittees undertaking procurement related functions</li> <li>Process the procurement documents and submit recommendations to BOD to be placed before Maha Sabha</li> <li>Check invoices and recommend to sub-Project committee for payment.</li> <li>Ensure that all procurement activities are in accordance with Gemidiriya rules.</li> <li>Ensure that all procured goods, works and services are of required quality and quantity.</li> <li>Preparation of Procurement final reports and getting BOD approval for same</li> <li>Attend to complaints on quality of materials, follow up warranty and after sales service of goods purchased.</li> <li>Assist the Sub-project Committees in negotiating with suppliers of goods, works and services for the lowest price and highest quality.</li> <li>Ensure that Sub-project Committees and the Procurement Committee maintain all records connected with procurement for at least 5 years.</li> <li>Ensure that the Minutes of all Procurement Committee meetings are properly maintained.</li> <li>Ensure that all important procurement information is displayed prominently in the village.</li> </ul>
Social Audit Committee	<ul> <li>Publish all Procurement Notices</li> <li>Scrutinize all procurement actions for conformity with Gemidiriya rules/consistency with this manual and as agreed with the Maha Sabha.</li> </ul>
Support Organisations/ CPLTC	<ul> <li>Inspect procured items for agreed quality, quantity &amp; prices and report to the Maha Shaba if there are any discrepancies.</li> <li>Train and assist VO, Procurement Committee and Sub-project committee members on procurement guidelines and related functions.</li> <li>Assist VO's procurement committees in procurement of goods and consultancy services on technical maters accounting etc.,</li> </ul>
Hub facilitators & District	<ul> <li>Maintain a list of suppliers and service providers who are reliable and with whom the Procurement Committee and the Sub-project</li> </ul>

Name of Institution	Roles and Responsibilities			
facilitators	committees can approach to procure an item			
Team with the	• Publish and periodically update a database consisting of the			
support from	prices of all items to be procured (Rate Bank)			
Gemidiriya	• Issue guidelines of procurement procedures, contract guidelines,			
<b>Foundation</b>	agreements etc.			
	Assist VOs in appointing TSPs.			

### 5. Capacity Building for Procurement

- a. All committee members who are executing procurement activities must understand all the guidelines on procurement. They must carefully read the procurement guidelines in the Community Manual and must attend training programs on procurement.
- b. We may require the following essential skills in addition to the information contained in the various guidelines:
  - i. Technical skill to assess quality
  - ii. Technical skill to ascertain quantity
  - iii. Accounting skills to record all transactions
  - iv. Negotiating skills to bargain for better prices
  - v. Legal skills to understand conditions of sale and terms of contracts
- c. The office bearers must visit other villages to learn about procurement methodology used by them and learn from good practices.
- d. Ignorance on procurement guidelines will not be considered as an excuse for making errors in procurement activities
- e. In order to get all the advantages of community procurement, we must be able to communicate the unique features of GEMIDIRIYA Program to all potential suppliers of item and services. We must inform and educate them through campaigns

### 6. Key Rules in executing procurement

**Transparency:** All procurement procedures must be carried in an open and transparent manner by informing the Maha Sabha and displaying all details of procurement at prominent places in the village.

**Equal Opportunity for all Suppliers:** Equal opportunity must be given to all suppliers interested in supplying items to the Village Association and uniform evaluation procedures must be adopted.

**Accountability:** Any office bearer or committee member of the Village Association undertaking procurement function remains accountable for all decisions and actions taken. Members found practicing corruption are liable to be expelled from the primary membership of the Village Association. Losses, if any occurred to the Village Association on account of the actions of a member, will be recovered from such member.

**Ensuring Value for Money:** items procured **should** meet the required technical specifications and the quality standards, and the "best price".

**No Undue benefit for anyone:** No Members of the Village Association shall accept directly or indirectly any undue benefit or advantage on account of a procurement action.

There should not be any distinction in wages between male and female workers (equal pay and equate benefits for both parties).

### 7. Advantages of Community Procurement

There are many advantages of Community Procurement:

- a. Communities are able to get the best price from the suppliers and procure items at optimum cost which will ensure savings and quality. And VO can implement another sub project using that money saved.
- b. Community is accountable and takes responsibility for the decision which makes is advantageous to the community members
- c. Communities can use local labour, local materials, and indigenous knowledge
- d. Communities will improve skills and gain confidence in implementing participatory development subprojects
- e. Communities will display information related to procurement actions for the information of communities thus ensuring transparency of their transactions

### 8. Procurement Methods

We know that we can go to the market, contact different shops, check the quality of the items and get the best price. Procurement methods are given below:

#### (a) For Goods and Materials

	Value/Threshold	<b>Procurement Method</b>
	• Goods costing less than SLR 5,000 (only for emergency situations)	Direct Purchase (following quality & specification standard)
Goods and Materials	Goods costing not exceeding Rs.100,000 (per contract).	<ul> <li>Procurement by Written         Quotation – at least 3 quotations         –         (following quality, quantity and other specification standards)</li> </ul>
	• Procurement of goods less than	Procurement by written request

Value/Threshold	<b>Procurement Method</b>		
Rs.1,000,000 (per contract).	inviting at least 3 sealed quotations (following quality, quantity and other specification standards mentioned in the bidding contract) In this case recommendation from the Project Appraisal Team should be obtained.		
Procurement of goods more than Rs. 1,000,000 and not exceeding Rs. 3,000,000(per contract)	• National Competitive Bidding by inviting bids through news paper advertisements or publishing in Gemidiriya Website. (following quality, quantity and other specification standards mentioned in the bidding documents) In this case also recommendation from the Project Appraisal Team should be obtained.		

### 8.2 For Works

	Value/Threshold	<b>Procurement Method</b>
Works	Most works undertaken in this project will use community participation to mobilize and pay labour. Works costing up to SLR 1,000,000 per contract, undertaken by local community organisations can be carried out by the communities directly.	<ul> <li>Community to execute themselves.</li> <li>Or partly executed by the community and partly by labour procured from outside.</li> <li>If labour is procured from outside obtain three quotations and then , Attachment 4 should be used.</li> </ul>
	Works undertaken by contractors, costing more than SLR 1,000,000 but below SLR 3,000,000 (per contract).  (Local community organizations are eligible to compete for these contracts if they so wish.)	• Procurement by Written request inviting at least 3 sealed quotations from qualified domestic contractors with the consent of the Project Appraisal Team

• Works above SLR. 3,000,000	National Competitive Bidding by inviting bids through newspaper advertisements or Gemidiriya Website, etc. with the consent of the Project Appraisal Team.

### **8.3** For Services

	Value/Threshold	<b>Procurement Method</b>				
Services	Service providers (such as technical consultants) costing less than SLR 500,000 (per contract).	<ul> <li>For very specialized assignments, use single source method and bargain or comparison of three proposals can be used from community groups, paraprofessionals or where only local knowledge is available.</li> <li>Invite 3 or more proposals and select based on consultant qualifications, cost and experience.</li> </ul>				
	• Services costing above SLR 500,000 but below SLR 3,000,000 (per contract).	• Invite proposals through newspaper advertisements or publish in Gemidiriya Website and select, based on consultant qualifications, cost and experience. (based on Project Appraisal Committee recommendation)				

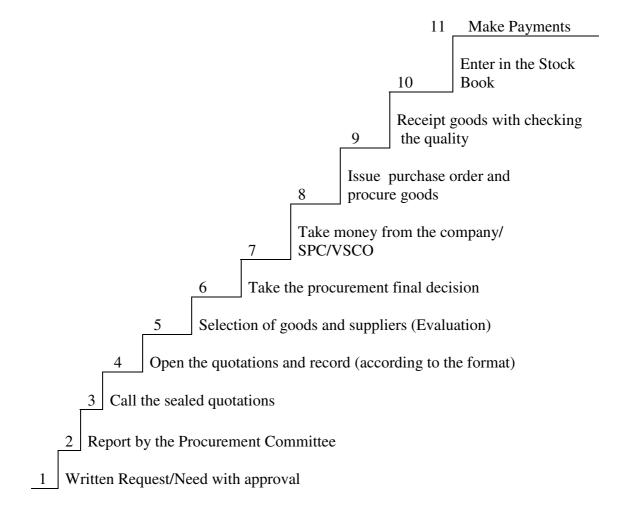
### **Other Services**

		<ul> <li>Get recommendations from the specific technical experts (Veterinary Surgeon etc.) and</li> </ul>
Others	Agricultural and Livestock requirements. (Animals, Seeds etc.)	obtain approval of the Board of Directors.  (to be done by the Procurement

		Committee)
	Selling Scrap	By public auction, upon
	(used formworks etc)	publishing notices.

Note: The thresholds in the above tables must be discussed in the Maha Sabha. The Maha Sabha , if it so wishes, can decide on lower thresholds than those mentioned in the tables but it CANNOT raise the thresholds beyond the limits given in the tables.

### **Procurement Procedure Executing steps:**



# 10. Areas where Special attention is necessary in procurement activities

(i) At the time of preparation of Sub - Project Proposals, the Sub - Project Committee members assisted by the Procurement Committee members, collect rates from authorized dealers, manufacturers or suppliers of materials. The estimates are prepared based on this data. The committee members visiting suppliers to collect market data must always include women members. They will check with the Rate Bank maintained by the

Field Facilitation Team and ensure that the quality and prices are within the Rate Bank range.

(ii) When the Sub-project Proposal is submitted, we will prepare a Procurement Plan for all the materials and services to be procured for implementing the Sub-project Proposal. The summary of the Procurement Plan is given in the following format:



#### **Format for Procurement Plan**

Items to be			Procurement	Expected dates for key procurement activities					
procured	Quantity	Value	Method	Calling	Opening	Evaluation of	Ordering	Receipt of	Remarks
				Quotations	Quotations	Quotation/Bids	materials	item/service	
a.									
Materials									
1.									
2.									
b. Works									
1.									
2.									
C.									
Services									
1.									
2.									

Prepared by:	(Procurement Committee)
	(Sub Project Committee)

- (iii) When the Sub project Committee starts implementing, procurement committee should undertake all procurement valued more than SLR. 15,000.00.
- (iv) Quotations should be obtained from manufacturers or authorised dealers for the supply of goods, equipment & materials as per the procurement procedure by using Attachments 5 and 6 given at the end of this Chapter.



- (v) The Procurement Committee will then process the quotations received and take decisions on procurement as detailed below:
  - (a) If the lowest price is less than the estimated price, selects the lowest supplier, provided the quality of the good is in acceptable standard.
  - (b) If the lowest price is above the estimated price, but lesser than the prices approved by the District and Field Facilitation Teams, the lowest prices are selected, if the quality of the items are in acceptable standard.
  - (c) If the lowest price is higher than the estimated price, the Procurement Committee does not have authority to accept these prices. This matter should be referred to the Appraisal and Monitoring Team through Field Facilitation Team.

(Whenever a purchase is to be made at prices higher than the estimated prices, the Subproject Proposal must be revised and approved by the 90% of the beneficiaries as well as by the Maha Sabha and sanctioned by the Project Appraisal Team.

(vi) The Procurement Committee will inform the Treasurer and the subproject committee sign a contract with the selected bidder, supplier, contractor or consultant. The Treasurer/Sub-project Committee will accordingly make the payments on the recommendation of the procurement committee and certification of the Sub – Project Committee for receipt of the items. Following formats have been provided as Attachments:

Attachment 1 – Purchase Order and Contract for Supply of Goods and Services

Attachment 2 – Service Order and Contract for Services

Attachment 3 – Work Order and Contract for Works

Attachment 4 – Labour Agreement

Attachment 5 – Invitations for Bids for Construction of Civil Works and Instructions to Bidders

Attachment 6 – Invitation for Bids for Supply of Goods and Equipment

Attachment 7 - Bid Submission Sheet

Attachment 8 - Goods Inspection Report

Attachment 9 - Opening of Bids

Attachment 10- Evaluation Report (Based on total Amount)

Attachment 11- Evaluation Report (Based on Item by Item)

Attachment 12- Stock Book

- (vi) After receiving the items in good condition, the Sub Project Committee will issue a Goods Received Notes (GRN) to the Procurement Committee. It is the responsibility of the Sub project Committee to enter the items in stock ledger and to store goods safely for use.
- (vii) The Sub Project Committee issues the items during implementation. Receipts as well as issues are recorded in a stock register and any savings or unused items will be intimated to the Procurement Committee.

### 11. Safeguards for Procurement

We can use the following safeguards against the various risks involved in procurement:

- (a) Check background of suppliers and find out whether they have been black listed in the past by any organization.
- (b) Whenever a supplier fails to deliver or cause financial losses to the Village Organization, take measures to recover the loss from him. Notify other Village Organizations and other partners about such suppliers and disseminate the list among other suppliers.
- (c) Make payments for construction activities (completed works only) as per the contract
- (d) Perishable materials and those items which cannot be reused shall be purchased in stages only when required
- (e) While evaluating the prices, also consider the hidden costs like, transportation charges, taxes and duties, royalty charges, loading and unloading charges, cost of trips to the market etc.
- (f) Include written penalty clauses and provisions for warranty.
- (g) All major procurement decisions are discussed in the Maha Sabha and the members' opinions and feedback taken into account while executing.
- (h) Check for corrupt practices like, receiving commission or other benefits so as to influence the procurement process.
- (i) Check for frauds, where critical information relating to various aspects of procurement are twisted or suppressed to influence procurement decisions
- (j) Check for conspiracy and collusion among suppliers or between suppliers and committee members to commit acts, which may prove disadvantageous to the Village Organization.
- (k) Everyone connected with procurement must be vigilant and take care to prevent negligent actions or inactions, which may result in loss to the Village Organization.

### **Examples of Good Vigilance in Procurement**

- In Ethumalpitiya, committee member exchanged expensive good quality iron rods for cheap poor quality ones. He kept the balance money (Rs. 4000) that was returned to him by the shopkeeper. Vigilant committee members with the help of a technical officer later discovered that the iron rods were not of the required quality. When they informed the shopkeeper, he told them that on of the committee members had come and exchanged the rods and that he was not to blame. The concerned committee member was consequently sacked. Moreover, these shopkeepers who indulge in these practices must be blacklisted.
- In another case, during a general meeting in the community hall, the villagers noticed that the roof of the hall had started cracking after only a few weeks of installation. They berated the committee members for not being vigilant and consequently being cheated by the shop-keeper who had given them poor quality roofing sheets.

Then the building sub-project committee members and president went all the way to Dambulla to return the old sheets and demand the right quality sheets from the shopkeeper. The President was able to exchange them and successfully return to her village.

Business with these shopkeepers must be avoided in the future. This example shows that both, the committee members and the villagers must be vigilant.

### 12. The Written Contract

Written contracts are necessary to make sure that both parties are clear on their roles and responsibilities.

### The contract agreement has to provide:

- Details of responsibilities of each party involved in the agreement
- Time frame
- How payments will be made and when
- Legal actions to be imposed, if the supplier / contractor do not fulfil their part of the contract agreement.
- Since delays cause cost escalation, a penalty is imposed for every calendar day
- Who will assess whether quality standards and expectations are being met and how
- Methods for settling conflicts
- A termination clause should indicate how much notice has to be given before a contract is withdrawn and the damages payable.

We can call for meetings with individual providers, find out from other villages and consult with DFT members before we finalise contract agreements.

### 13. Thrift in Procurement

We should have good understanding regarding following matters to reduce unnecessary expenses involved in Procurement

- Make use of resources available in the village
- Transporting several goods at a time
- Procuring high quality but less priced items
- Using raw materials in the locality
- Ordering materials / goods directly from the Producers or Agents

#### **Tools**

We have the option of either buying tools or supplying them ourselves. If we buy tools, we should take them back from the workers daily and store them. Someone should be appointed to maintain a tool register and take care of tools against misplaced.

If all the labourers already have their own tools, they can simply bring them to the site when they work. Each person is responsible for his/her tools.

### **Transportation**

There are three options for transportation:

- (i) Delivery of materials is part of contract agreed upon with shopkeeper manufacturer.
- (ii) Community members contribute their own vehicles without charge
- (iii) Hire vehicles
- (iv) Delivery can be taken place when the supplier carries the goods from his main supplier Tectory

If we are hiring vehicles we should try to organize our purchase of materials so that they carry a full load on each trip. However, if we do not have a secure storage place for the material we will have to weigh the costs of spoilt or stolen material against that of additional trips.

### 14. Selection of Service Providers

The DFT will prepare a list of service providers (such as training institutes, engineering institutions, material suppliers, contractors and private agencies) and make recommendations to us.

Such lists could be obtained from:

- Divisional Secretaries Office
- Pradeshiya Shaba
- Telephone Directory
- Internet
- Agrarian Services Centres

Our contract with the service providers/consultants should be based on outcomes/outputs, which we will assess upon completion of each milestone and phase of the project. The service providers/consultants will be paid based on the satisfactory completion of each milestone. If their performance is not satisfactory we should first discuss the issues with them. However, if this does not have any effect we can terminate the contract and hire another service provider.

We can evaluate technical service providers, such as individual engineers or institutes on the basis of:

- Experience in preparing Engineering Estimates and Drawings
- Experience and trust in supply of quality goods and materials
- Looking at satisfactorily completed projects
- If a capacity building consultant, his ability, qualification and experience
- If a livelihood consultant, experience in getting the community in livelihood projects in real life
- Experience in transporting goods and materials secularly and efficiently

### 15. Ensuring Quality

#### 15.1 For Works and Services:

When hiring people there are no substitutes for hard work, experience and good quality work. We should not compromise on these three criteria for the sake of cost.

Whenever possible we should visit other villages where work is being carried out, and talk to the residents there to find out who they would recommend. Some of the questions we can ask are:

- How satisfied are you with the service provided?
- Was the work done quickly and efficiently?
- Were there any problems? What happened?
- Was there any theft?
- Were there any disputes over pay?

If we are not in a position to visit those villages, we could ask for proof of their ability and experience.

#### 15.2 For Goods:

Before accepting any goods, the Goods Inspection Report must be completed to ensure the right quality and quantity. (See Attachment 8)

### 16. Conflict Resolution

This subject will be discussed separately in Chapter 9 on Social Audit and Conflict Resolution.

### 17. Do we agree checklist

### Answer these questions and find out

•	Are we procuring items that will benefit all of us in the village?	O Yes	O No
•	Are we procuring the required items?	O Yes	O No
•	Are we procuring items with the best prices?	O Yes	O No
•	Are we procuring the right quality items in right quantity?	O Yes	O No
•	Is any one trying to rob the Village Association in the name of procurement?	O Yes	O No
•	Are we satisfied with the functioning of the Sub-project Committee relating to procurement?	O Yes	O No
•	Have we procured any item already procured by the committee from an alternate supplier with less price for the same quality or with better quality for the same price?	O Yes	O No

From

### **Attachment 1: Purchase Order and Contract for Supply of Goods and Materials**

To

			ess	•••••	[Name of the Supplier]
Dear Manager/Director,					
Sub: Supply of [Equipment, mate (state name of the sub project0]	rial etc.				
Ref: Your quotation Dated					
We are pleased to place an order materials/equipments specified below conditions listed below:					
1. Items of goods					
Item of material/equipment	Quality	Quantity	Unit (SLR)	Rate	Amount SLR)
TOTAL AMOUNT					
<ol> <li>The amount of the Order is fixed a revision.</li> <li>The materials/equipments shall be</li> <li>The materials/equipments shall be</li> <li>The invoice will be paid within 7 c</li> <li>The supplier shall agree to und including replacement of the equipment Months from the date of satisfiall guarantee after-sale service equipments and fast and regular su</li> <li>The supplier shall pay a penalty of any delay in the supply of materiat total amount of the Order. In case to terminate this Order/Contract gifts. All payments under this Contract v</li> <li>Thanking you,</li> </ol>	supplied w delivered a lays after sa ertake at t pment or it isfactory su of promptly pply of spa f 1/1000 of ls/equipments the 10% ceiving 14 day	rithin	days of the control of the goods amount of the Volume to the control of the	f accepta the place all good irs resulted of water lation of intenance s ordered f penalty Village O	nce of this Order by you.  e]  ds.  ting from faulty equipment arranty shall not be less than the equipment. The supplier e service requirement of the larger per Calendar day in case of shall not exceed 10% of the
Yours faithfully,					
For the Village Organization			Read	and agi	reed: For the Supplier
Signature:					Signature:
Date: Name: Designation:			Nam	e: e: gnation:	

### **Attachment 2: Service Order and Contract for Services**

•••	omVillage Organization dress	To M/s [Name of Consultant/NGC Organization] Address	)/Village
_			
De	ar Manager/Director,		
		r	e study,
	Ref: Your Technical and Financial Propo	osal dated	
coi	We are pleased to hire you to prinditions under which you have agreed to p	rovide the subject consultancy service specified below and the te provide the services are listed below:	rms and
1.		hall be performed as per the Terms of Reference and Technical in part of this Agreement and attached. [Attach Terms of Reference and Technical in part of this Agreement and attached.	
2.		SLR	
3.		pon confirmation of this letter by you and will terminate on	•••••
4.	Thecommittee headed	by Mr./Mrs will be supervised your activities	
5.	<ul> <li>40 percent of the contract amount completion of 60% of activities as</li> <li>30 percent of the Contract amount</li> </ul>	untersigning of this letter, for advance payment.  nt upon completion of first stage (and issuance of the interim r	eport and
6.	calendar day in case of any delay in th	alty of 1/1000 of the amount of this Contract (Rs	t exceed
7.	All payments under this Contract will be	made by bank cheque/Cash	
	Yours faithfully,		
Fo	r the Village Organization		
Sig	gnature:	D	
Na	me:	Date:	
De	signation:		
	ead and agreed: or the Service Provider		
Sig	gnature:		
	ite:		
	ame: esignation:	SI	EAL

### **Attachment 3: Work Order and Contract for Works**

			Trouble of the Cruck			01110					
From			Village Organization	To M/s	[	Name of	the Contracto	r]			
		<i>r</i> D:		Address							
De	ear Manager	/D1	rector,								
	Sub: Provi	idin	g contract services for		[S	pecify na	me of the Sub	-project			
	Ref: Your	Тес	chnical and Financial Proposal dated								
	der which y Descriptio of Commu to be imp	ou l on o <i>unit</i> y olen	pleased to hire you to provide the subject cor have agreed to provide the services are listed be f Work – This Contract is for	elow:ning part of the . Parts of	[Sp	ecify the v	work like, con Subvillage. The	struction -project detailed			
2.			of this Contract is fixed at SLRamount includes all the costs related to complet								
3.			nent will become effective upon confirm[Specify the date of termination of the Confirmation of					nate or			
4.	The		Sub-project Committee	e headed by Mr.				wil			
5.	The Contr	acto	or shall be responsible for the damages and accept of the Contractor during the execution of the	cidents of any kir	nd caused to	o a third p	party by the p	ersonne			
6.	The amou	nts	which are due will be paid in the following man	iner:							
Do	yment				Amount	Amount (SLR)					
	ages	Conditions of Payment			In Cash	Item	In BOQ Quantity	Value			
	dvance for	•	Countersigning of this Letter			Ittiii	Quantity	value			
	ırt up	•	Submission of an Inception Report								
	age-I	•	Completion of activities defined in Stage-I								
	age-II age-III	•	Completion of activities defined in Stage-II Completion of activities defined in Stage-III								
010	age iii	•	Submission of Completion Reports including diagrams	as laid/built							
7.			Sub-project Committee n each Stage and payments will be subject to sa					tification			
8.	This contr	act	should be completed within Months / Dat	tes							
9.	The Contr in case of amount of Contract g	acto any the	or shall pay a penalty of 1/1000 of the amount by delay in the performance of the service. The contract. In case the 10% ceiling is exceeded, ag 14 days notice under this Contract will be made by bank chequitation.	of this Contract ( total amount of the Village Orga	penalty sha	all not ex	ceed 10% of	the tota			
		sput	es between two parties will be resolved acc		ep 9 of Co	ommunity	operational	Manual			
	Tha	nkiı	ng you,								
	You	rs f	aithfully,								
Fo	or the Villag	ge (	Organization	Read	and agreed	l for the	Contractor:				
Sig	gnature:			Signa	iture:						
Da	nte:			Date:							
Na	ame:			Name	e:						
Designation:				Desig	gnation:	SEAL					

### **Attachment 4: Labour Agreement**

(Indicate name of the sub project)							
Sub-project Committee (Fir	st Party)						
Contractor (Second Party) -							
We willingly write this agreer	ment for the work						
The Second Party is bound to							
Type of work	Duration	Manpower to be supplied	Amount that will be paid for the work done				
		Total Amount					
The terms and conditions are:  1. The work should 2. The contractor sh  10% after  The percetechnical 3. The contractor is by the government 4. The required qualis bound to provid 5. At least 70% of th 6. It is obligatory to work or payments 7. The contractor is committee or the 8. A report of the work  week.	<ol> <li>The contractor shall be paid for the work completed in the following manner:         <ul> <li>10% after the agreement is made</li> <li>The percentage of work completed will be judged and accordingly payments will be made. For the technical consultants advice will be taken into account.</li> </ul> </li> <li>The contractor is bound to pay his labourers at least the minimum salary equally to his labourers as specifications the government.</li> <li>The required quality of work as per specifications should be maintained and for achieving this, the contract is bound to provide the necessary skilled and unskilled labour.</li> <li>At least 70% of the total labourers required for the work should be taken from the village.</li> <li>It is obligatory to both the parties to give a prior notice of 8 days in case some difficulties arise regarding work or payments. If some loss occurs because of the mistake of a worker, the contractor shall bear the loss to contractor is bound to follow the recommendations given by the technical consultant, monitoric committee or the social audit team.</li> <li>A report of the work, workers and work progress should be submitted to the Sub-project Committee ever week.</li> <li>Any dispute regarding payments should be finally resolved by the Maha Sabha .</li> </ol>						
Representative First Party		Represen	tative Second Party				
Date:		Date:					
Place: Place:							
WITNESS		WITNES	SS				
1)		1)					
2)		2)					

### **Attachment 5: Invitation for Quotations for Construction of Civil Works**

То	
De	ar Sirs,
	Sub: INVITATION FOR QUOTATIONS FOR CONSTRUCTION OF (state the name of the sub project)
1.	You are invited to submit your most competitive quotation for the following works in the given format.
	Brief Description of the Works   Value of Works (SLR.)   Period of Completion
2.	To assist you in the preparation of your quotation, we are enclosing the following: i. price Schedule
	ii Layout Drawings of the works:
	iii Structural Details
	iv. Detailed Bill of Quantities
	v Technical Specifications
	vi Instructions to Bidders (in three sections)
	vii Draft Contract Agreement format which will be used for finalizing the agreement for this Contract
3.	You are requested to provide your offer latest byhrs. on
4.	Quotations will be opened in the presence of Bidders or their representatives who choose to attend at AM/PM on in the office of
5.	We look forward to receiving your quotations and thank you for your interest in this project
	(Employer)
	Name:
	Address:
	Tel. No
	Fax No

#### **Instructions to Bidders**

#### **SECTION - A**

1.	Scope	of	Wo	rks

The	(Employer) in	nvites	quotations	for t	he	construction	of	works	as	detailed	in	the
Price Schedule.												

The successful bidder will be expected to complete the works by the intended completion date specified above

- 2. Qualification of the bidder: the bidder shall provide qualification information which shall include:
  - a. Total monetary value of construction works performed for each of the last 3 years;
  - b. Income tax clearance certificate from the concerned IT circle;
  - c. Report on his financial standing; and
  - d. Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount in each case.

#### SECTION - B

#### 3. To qualify for award of the contract the bidder:

- a. Should have satisfactorily completed as a prime contractor at least one similar work of value not less than SLR. ..... in the last three years;
- b. Should possess valid electrical license for executing building electrification works (in the event of the works being sub-contracted, the sub-contractor should have the necessary license);
- c. Should possess required valid license for executing the water supply/sanitary works (in the event of the works being sub-contracted, the sub-contractor should have the necessary license);
- d. Government registration as a contractor will be an extra qualification.

#### 4. Bid Price

- a. The contract shall be the whole works as described in the Bill of quantities, drawings and technical specifications. Corrections, if any, shall be made by the crossing out, initialling, dating and rewriting.
- b. All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price
- c. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account
- d. The rates should be quoted in Sri Lankan Rupees only.

#### 5. Submission of Quotations

- 5.1 The bidder is advised to visit the site of works at his own expense and obtain all information that my be necessary for preparing the quotation
- 5.2 Each bidder shall submit only one quotation
- 5.3 The quotation submitted by the bidder shall comprise the following:
  - a. Duly completed Price Schedule
  - b. Completed Bill of Quantities
  - c. Prices should provided for all the items given in BOQ
  - d. Qualification information form given in Section A and B duly completed
  - e. If corrected any information should be rewrite and initialled
- - Quotation for \_\_\_\_\_ (Name of the contract)
  - Do not open before \_\_\_\_\_\_ (time and date of quotation opening)

- 5.5 Quotations must be received in the office of the .............................. (Employer) not later than the time and date given in the letter of invitation. If the specified date is declared a holiday, quotations shall be received upto the appointed time on the next working day.
- 5.6 Any quotation received by the ...... (Employer) after the deadline for submission of quotations will be rejected and returned unopened to the bidder.

#### 6. Validity of Quotation

Quotation shall remain valid for a period of ......days after the deadline date specified for submission.

#### 7. Opening of Quotation

Quotations will be opened and enounced in the presence of bidders or their representatives who choose to attend on the date and time and at the place specified in the letter of invitation

 Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

#### 9. Evaluation of Quotations

The Employer will evaluate and compare the quotations determined to be substantially responsive i.e. which

- a. meet the qualification criteria specified in clause 3 above;
- b. are properly signed; and
- c. confirm to the terms and conditions, specifications and drawings without material deviations.
- d. If any items in the B.O.Q are not priced, it is assumed that those items will be completed without any additional cost
- e. Arithmetical mistakes if any in the BOQ or Price Schedule will be rectified.

#### 10. Award of contract

The Employer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

- 10.1 Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- 10.2 The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period

### 11. Performance Security

Within 10 days of receiving letter of acceptance, the successful bidder shall deliver to the \_\_\_\_\_\_(Employer) the performance security (either a bank guarantee, bank draft or by cash in favour of the Village Organization) for an amount equivalent of 3% of the contract price. The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in clause 12.

#### 12. Period of Maintenance

The period of Maintenance" for the work is six months from the date of taking over possession or one full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

13. Purchase of all construction materials including cement and steel as per the specifications (National Standard Certification marked goods wherever available) shall be the responsibility of the contractor.

### Format for Submission of Bids

Village Organization
Name of the Sub Project

Description of Work	Bid Value	Required Time Period
Insert the description of work here(		
Discount if any		
Bid value after Discount		
VAT if any		
Grand Total		

Bidder's Name	•
Signature	÷
Official Frank	·

# Attachment 6: Invitation for Quotations for Supply of Goods and Equipment (State The Name Of The Sub Project)

To:	
M/s	
<del></del>	
Dear Sirs:	
Sub: Invitation of quotation for supply of	 

1. Sealed competitive quotations are invited by the undersigned for the following items of goods/equipment.

S1	Brief description of	Brief	Quantity	Delivery	Place of
No.	goods/equipment	specifications		period	delivery
1					
2.					
3.					
4.					
5.					
6.					

### 2. Quoted Price

- a. The bidder shall quote for items in the format of quotation attached;
- b. All duties, taxes and other levies payable by the bidder shall be included in the item rate.
- c. The rates quoted for each item shall be fixed for the duration of the contract and shall not be subject to adjustment
- d. Rates for partial quantity of an item are not considered.
- e. Rates for specific items only, will be / not be considered.
- f. Corrections if any shall be made by crossing out, initialling, dating and rewriting
- g. If any transport, loading and unloading cost is involved, it has to be specified.

### 3. Each bidder must submit only on quotation

#### 4. Validity of quotations:

The quotation shall remain valid for a period not less than 15 days after the deadline fixed for submission of quotations

#### 5. Evaluation of quotations:

The Purchaser shall evaluate and compare the quotations determined to be substantially responsive i.e., which are properly signed, and conform to the terms and conditions and specifications in the following manner;

a. The evaluation will be done including all taxes. If the bidder has not indicated sales tax in his quotation, the given rate will be considered for evaluation;

- b. (i) The evaluation would be done for all the items put together. The items for which no rates have been quoted would be treated as zero and the total amount would be computed accordingly assuming that the bidder will supply such items without any additional cost. Bidders quoting for partial quantity of any one or more item(s) would be treated as non-responsive for all items. Purchaser will award the contract to the responsive bidder whose total cost for all the items put together is the lowest.
  - (ii) The evaluation will be done by considering item by item and bidder will be responsive for the quoted items only. Bidders who quoted for partial quantity of any item or items would be treated as non-responsive for such item / items only.
- (c) Any arithmetical mistakes in Price Schedule will be rectified.

#### 6. Award of contract:

- a. The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest price as per para 6(b) above.
- b. The Purchaser reserves the right at the time of contract award to increase or decrease the quantities of items indicated in para 2 above by 25% without any change in the unit price or any other terms and conditions.
- c. The Purchaser prior to the expiration of the quotation validity period will notify the bidder whose quotation is accepted of the award of contract. The terms of the accepted offer shall be incorporated in the Purchase order.
- d. Normal commercial warranty /guarantee shall be applicable to the supplied goods;
- e. Payment shall be made within 7 days after the delivery of the goods and their acceptance;
- f. Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of the contract.

#### Last date and time of receipt of quotations:

You are requested to submit the sealed queDue on		hours on (date).
We look forward to receiving your quotation	ons and thank you for your interest	t in this project.
	Yours sincerely,	
	(Purchaser)	
	Name:	
	Address:	
	Telephone No	
	Fax No.	

### **Attachment 7: Form of Bid Submission**

S1	Description	Brief	Quantity	Unit	Unit rate	(SLR) in	Total	
No	of	specific			Figures	words	amount	
	goods/equip	ations					in	
	ment						figures	
							(SLR)	
1								
2								
3								
4								
5								
Total	l Value							
Disc	ount (if Any )							
Total	l after Discount							
Add	Transport cost e	tc						
Total	Total Value							
Add	Add VAT etc.'							
Gran	d Total							

Gross total Cost: SLR.	_ (in figures)
SLR.	(in words)
	nce with the technical specifications for a total contract (in words) within the s.
We also confirm that the normal commercial to the offered goods.	warranty/guarantee of months shall apply
(Bidder)	
	Name:
	Signature:
	Date:

### **Attachment 8: Goods/Material Inspection Report**

P.O. I Name	rt No.: Noe of supplier: ier Invoice No.					Date:	/ /	,
Sr.	Description	Code	Quantity	Quantity	Quantity	Reasons for		
N		No.	Received	Accepted	Rejected	Rejections		
0 1							4	
2								
3							1	
4							]	
5							_	
			I	nspected by				
	Sign	nature 1:						
	Sign	nature 2:						
					Name:			
					Design	ation:		

### **Attachment 9: Opening of Bids**

<b>Village Organization:</b>	••••••
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### **Purchase of Office Equipments**

Sealed Quotations were called for above till 3.00 p.m. on 12/05/2007 and the details of the quotations are given bellow

No	Name of the good	Qty	Ruwan Hardware		Ranjan Stores		Sumudu Traders	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
01	Office Table 6'x 3'	02	12,000/	24,000/	10,000/	20,000/	9,500/-	19,000/
02	Executive Chair	05	3,000/-	15,000/	3,500/-	17,500/	3,250/-	16,250/
03	Office Cupboard 6' x 3'	03	6,500/-	19,500/	7,200/-	21,600/	6,750/	20,250/
Tot	al		58,500/-		59,100/-		55,500/-	
Disc	count (if any)		2%		-		1,000/-	
Tot	al after discount		57,330/-		59,100/-		54,500/-	
Oth	er Charges		-		-		1,500/-	
(Tra	insport etc.)							
Tot	Total amount		57,330/-		59,100/-		56,000/-	
VA	Γ etc.		-		-		-	
Gra	and Total		57,330/-		59,100/-		56,000/-	

Above quotations ware opened by us today.	
Name & Signature	Name & Signature
Name & Signature	Name & Signature
Name & Signature	Name & Signature

### **Attachment 10: Evaluation Report**

### (Based on supplier's total amount - All items to be procured from one source)

The quotations received for the above, were checked and evaluated by us on 28/05/2007 and wish to make following recommendations

No	Name of the good	Qty	Ruwan Hardware		Ranjan Stores		Dammika Hardware	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
01	Cement	50 bags	650/-	32,500/-	630/-	31,500/-	700/-	35,000/-
02	Steel	5 Kg	100/-	500/-	95/-	475/-	115/-	575/-
03	Bricks (9x5x3)	10,000	3/-	30,000/-	2.75/- (8x5x3)	27,500/-	2.80/-	28,500/-
Tot	al		63,	000/-	59,	475/-	64,	075/-
Dis	count (if any)		2:	50/-	1	No	1	%
Tot	al after discount						63,4	34/25
Oth	er Chargers							
(Tra	ansport etc.)		I	No	50	00/-	1	No
Total amount		62,750/-		59,975/-		63,434/25		
VA	T etc.							
Gra	and Total							

### **Final Decision:**

Our Intention is to purchase all items from one supplier. Lowest Amount of Rs.59,975/- is quoted by Ranjan Stores, But the quality of Bricks offered by him is not satisfactory. Therefore his quotation was rejected.

It is recommended to accept next lowest quotation of Ruwan Hardware and to purchase 50 bags of cement, 5 Kg of steel and 10,000 of bricks from them for Rs. 62,750/				
Name & Signature	Name & Signature			
Name & Signature	Name & Signature			
Name & Signature	Name & Signature			

### **Attachment 11: Evaluation Report**

### (Based on Item by Item – goods could be purchased from several suppliers)

The quotations received for the above, were checked and evaluated by us on 28/05/2007 and wish to make following recommendations.
Gemidiriya Foundation Purchasing of Construction Materials (State the name of project)

No	Name of the good	Qty	Ruwan Hardware		Ranjan Stores		Dammika Hardware	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
01	Cement	50 bags	650/-	32,500/-	630/-	31,500/-	700/-	35,000/-
02	Steel	5 Kg	100/-	500/-	95/-	475/-	115/-	575/-
03	Bricks (9x5x3)	10,000	3/-	30,000/-	2.75/- (8x5x3)	27,500/-	2.80/-	28,500/-
Dis	Discount (if any)		250/-				1%	
VA	VAT etc.							
Oth	Other Chargers							
(Transport etc.)		No		500/-		No		

### **Final Decision**

It is recommended to purchase goods as given below.

### 1. Cement – 50 Bags

At the lowest price of Rs.630/- from Ranjan Stores totalling to Rs.32,000/- including transport cost of Rs.500/-  $\,$ 

#### 2. Steel - 5 Kg

At the lowest price of Rs.95/- from Ranjan Stores totalling to Rs 475/-

### 3. Bricks - 10,000

Lowest price of Rs.2.75/- quoted by Ranjan Stores. But the quoting of Bricks is not satisfactory. Therefore his price is rejected. It is recommended to purchase 10,000 Bricks to the next lowest price of Rs.2.80/- from Dammika Hardware totalling to Rs.28,500/-.

Procurement Committee						
Name & Signature	Name & Signature					
Name & Signature	Name & Signature					

### **Attachment 12: Stock Book**

### Name of the good: Cement

Date	Receive	Issued	Balance	Received	Issued to	Remarks	
	Date	Quantity		from			
1/5	50		50	Ranjan			
				Hardware			
5/5	25		75	Ranjan			
				Hardware			
7/5	-	15	60	-	Water Project	For foundation	
12/5	10	25	45	Dhammika	Water Project	For Walls	
				Hardware			
Total							

### 18. Those who have participated for revising of Procurement Chapter

	Name	Grade	Company	District
1	S.W.Y.M. Gamini Abeyratne	A	Ethumalpitiya	Polonnaruwa
2	W.A. Nishama Priyadarshani	С	Mahasenpura - Swarna	Moneragala
3	S.L. Chaturika Kumari	С	Pahala Obada	Hambantota
4	H.G.D. Vijitha	С	Helekada North	Hambantota
5	R.P. Chitra Kanthi	С	Helekada North	Hambantota
6	M.K. Sriyani	С	Helekada North	Hambantota
7	W.M. Anura Wasantha Fernando	С	Pehesara Pahalagama	Hambantota
8	J.P. Tungaratna Jayasinghe		Gambedda	Badulla
9	D.L. Gajanayake		Field Operation Unit	Tangalle
10	W.L. Nilantha Padmalal		Field Operation Unit	Wellawaya
11	K.A. Priyangika		Field Operation Unit	Tangalle
	Kodituwakke			
12	Somanath Gamage			Gemidiriya
13	Wimalaratna Gamlath		National Team	Foundation