

SRI LANKA AIR FORCE

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA



BIDDING DOCUMENT

[NATIONAL COMPETITIVE BIDDING]

**ANNUAL CONTRACT FOR FUMIGATION OF WOODEN BOXES
AND CONTAINERS USED FOR EXPORT CARGO FROM SRI
LANKA AIR FORCE ON ANNUAL CONTRACT BASIS FOR THE
YEAR 2018**

TENDER REFERENCE: (AHQ/17/PUB/MIS/1009)

PROCUREMENT OF SERVICES THROUGH NATIONAL COMPETITIVE BIDDING

This Bidding Document has been drawn up in line with the Procurement Guidelines (Goods & Works) – 2006 of National Procurement Agency in view of

- a. Maximizing Economy, efficiency and effectiveness (value for money).
- b. Adhering to prescribed standards, specifications, local laws rules and regulations and international obligations.
- c. Fair, equal and maximum opportunity for interested parties to participate in the Procurement process.
- d. Expeditious execution of delivery of Services.
- e. Ensuring transparency and consistency and
- f. Retaining confidentiality of information.

This Bidding Document for procurement of service shall be used for National Competitive Bidding, for the tender that is financed by the Government of Sri Lanka.

Please feel free to contact any of the following Officers to make any clarifications on this Bidding Document.

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SECTION I. INSTRUCTIONS TO BIDDERS (ITB)

ITB shall be read in conjunction with the Section II, Bidding Data Sheet (BDS), which shall take precedence over ITB.

General

1. Scope of Bid

1.1 The SERVICE RECIPIENTS **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are **specified in the BDS**. The name, identification, and number of lots (individual contracts) if any, are **provided in the BDS**.

1.2 Throughout these Bidding Documents:

- (a) The term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
- (b) If the context so requires, “singular” means “plural” and vice versa; and
- (c) “Day” means calendar day.

2. Source of Funds

2.1 Payments under this contract will be financed by the source **specified in the BDS**.

3. Ethics, Fraud and Corruption

3.1 The attention of the BIDDER is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:

- Parties associated with Procurement Actions, namely, suppliers/ 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. Suppliers/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 SERVICE RECIPIENTS requires the BIDDERS, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

- (a). “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;

(b). “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(c). “collusive practice” means a scheme or arrangement between two or more BIDDERS, with or without the knowledge of the SERVICE RECIPIENTS to establish bid prices at artificial, non-competitive levels; and

(d) “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.

3.3 If the SERVICE RECIPIENTS found any unethical practices as stipulated under ITB Clause 3.2, the SERVICE RECIPIENTS 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.

4. Eligible Bidders

4.1. All BIDDERS shall possess legal rights to supply the Goods under this contract.

4.2 A BIDDER shall not have a conflict of interest. All BIDDERS found to have conflict of interest shall be disqualified. BIDDERS may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a). are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the SERVICE RECIPIENTS to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under these Bidding Documents ; or

(b). submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

4.3 A BIDDER that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, www.npa.gov.lk.

4.4 Foreign BIDDERS may submit a bid only if so **stated in the BDS**.

5. Eligible Related Services

5.1 All goods and related services supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods and related services supplied shall be complied to other internationally accepted standards other than **specified in the BDS**.

Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8. All eligible BIDDERS specified in the ITB sub clause 5 shall download a copy of this bidding document as **specified in the BDS**.

Volume 1

- Section I. Instructions to Bidders (ITB)
- Section VI. Conditions of Contract (CC)
- Section VIII. Contract Forms

Volume 2

- Section II. Bidding Data Sheet (BDS)
- Section III. Special Conditions
- Section IV. Bidding Forms
- Section V. Schedule of Requirements
- Section VII. Contract Data
- Invitation for Bid

6.2 The BIDDERS are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarification of Bidding Documents

7.1 A prospective BIDDERS requiring any clarification of the Bidding including the restrictiveness of specifications shall contact the SERVICE RECIPIENTS in writing at the SERVICE RECIPIENTS address **specified in the BDS**. The SERVICE RECIPIENTS will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The SERVICE RECIPIENTS shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the SERVICE RECIPIENTS deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.

8. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, the Bidding SERVICE RECIPIENTS may amend the Bidding Documents by issuing Documents addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.

8.3 To give prospective BIDDERS reasonable time in which to take an addendum into account in preparing their bids, the SERVICE RECIPIENTS may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2.

Preparation of Bids

9. Cost of Bidding

9.1 The BIDDER shall bear all costs associated with the preparation and submission of its bid, and the SERVICE RECIPIENTS shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents Bid relating to the Bid (including supporting documents and printed literature) exchanged by the BIDDER and the SERVICE RECIPIENTS, shall be written in English language.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;
- (c) Documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (d) Documentary evidence in accordance with ITB Clause 18 establishing the BIDDER's qualifications to perform the contract if its bid is accepted; and
- (e) Any other document **required in the BDS**.

12. Bid Submission Form and Price Schedules

12.1 The BIDDER shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. 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.

13. Alternative Bids

13.1 Alternative bids shall not be considered.

14. Bid Prices and Discounts

14.1 The BIDDER shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a BIDDER wishes to offer discount as a lot the BIDDER may do so by indicating such amounts appropriately.

14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise **indicated in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. BIDDER s wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.

14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier. However, **VAT shall not be included in the price** but shall be indicated separately;

14.5 The 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 quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 32.

14.6 All lots if any and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

14.7 If the BIDDERS are registered for the purpose of VAT, they should indicate the amount of VAT claimed separately in the price schedule in addition to the net value of the Bid, along with the VAT registration number. Declaration of VAT registration number is a mandatory requirement for determination of Bids and any BIDDER who does not declare his/her VAT registration number will be liable for rejection of the Bid. All BIDDER s who do not pay VAT shall submit the VAT exception letter issued by the Inland Revenue Department along with the bid. It is essential that the Unit Prices of the Article or Services be inclusive of NBT Tax, if applicable.

14.8 If unrealistically low rates quoted by a BIDDER are found on critical or very important items he will be asked to prove to the satisfaction of the SERVICE RECIPIENTS how he could supply the particular item within that rate, if relevant with a rate analysis also. If the SERVICE RECIPIENTS is of the view that the clarifications given are unacceptable and BIDDER would fail in performing on those rates the Bid may be rejected. If clarifications are acceptable and Technical Evaluation Committee is satisfied on that evaluation will be continued.

15. Currencies of Bid

15.1 Unless otherwise **stated in Bidding Data Sheet**, the BIDDER shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.

16. Documents Establishing the Eligibility of the BIDDER

16.1 To establish their eligibility in accordance with ITB Clause 4, BIDDERS shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

17. Documents Establishing the Conformity of the Goods and Related Services

17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the BIDDER shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17.3 The BIDDER shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if **specified in the BDS** following commencement of the use of the goods by the SERVICE RECIPIENTS.

18. Documents Establishing the Qualifications of the BIDDER

18.1 The documentary evidence of the BIDDER's qualifications to perform the contract if its bid is accepted shall establish to the SERVICE RECIPIENTS satisfaction:

(a) A BIDDER that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;

(b) that, if **required in the BDS**, in case of a BIDDER not doing business within Sri Lanka, the BIDDER is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

19. Period of Validity of Bids

19.1 Bids shall remain valid until the date **specified in the BDS**. A bid valid for a shorter date shall be rejected by the SERVICE RECIPIENTS as non responsive.

19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the SERVICE RECIPIENTS may request BIDDERS to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A BIDDER

may refuse the request without forfeiting its Bid Security. A BIDDER granting the request shall not be required or permitted to modify its bid.

20. Bid Security

20.1 The BIDDER shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as **specified in the BDS**.

20.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in Sri Lanka Rupees, and shall:

- (a) At the BIDDER's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
- (b) Be issued by an institution acceptable to SERVICE RECIPIENTS. The acceptable institutes are published in the NPA website, www.npa.gov.lk.
- (c) Be substantially in accordance with the form included in Section IV, Bidding Forms;
- (d) Be payable promptly upon written demand by the SERVICE RECIPIENTS in case the conditions listed in ITB Clause 20.5 are invoked;
- (e) Be submitted in its original form; copies will not be accepted;
- (f) Remain valid for the period **specified in the BDS**

20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the SERVICE RECIPIENTS as non-responsive.

20.4 The Bid Security of unsuccessful BIDDER s shall be returned as promptly as possible upon the successful BIDDER's furnishing of the Performance Security pursuant to ITB Clause 44.

20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) If a BIDDER withdraws its bid during the period of bid validity specified by the BIDDER on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or
- (b) If a BIDDER does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 31.3
- (c) If the successful BIDDER fails to:
 - (i) sign the Contract in accordance with ITB Clause 43;
 - (ii) Furnish a Performance Security in accordance with ITB clause 44

21. Format and Signing of Bid

21.1 The BIDDER shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as “ORIGINAL.” In addition, the BIDDER shall submit a copy of the bid and clearly mark it as “COPY.” In the event of any discrepancy between the original and the copy, the original shall prevail.

21.2 The original and the Copy of 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.

21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid

Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

22.1 BIDDER s may always submit their bids by mail or by hand.

(a) BIDDER s submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copy shall then be enclosed in one single envelope.

22.2 The inner and outer envelopes shall:

(a) Bear the name and address of the BIDDER;

(b) Be addressed to the SERVICE RECIPIENTS in accordance with ITB Sub-Clause 23.1;

(c) Bear the specific identification of this bidding process as **indicated in the BDS**; and

(d) Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

If all envelopes are not sealed and marked as required, the SERVICE RECIPIENTS will assume no responsibility for the misplacement or premature opening of the bid.

23. Deadline for Submission of Bids

23.1 Bids must be received by the SERVICE RECIPIENTS at the address and no later than the date and time **specified in the BDS**.

23.2 The SERVICE RECIPIENTS may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the SERVICE RECIPIENTS and BIDDER s previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

24.1 The SERVICE RECIPIENTS shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the SERVICE RECIPIENTS after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the BIDDER.

25. Withdrawal and Modification of Bids

25.1 A BIDDER may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) Submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "MODIFICATION;" and

(b) Received by the SERVICE RECIPIENTS prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the BIDDER s only upon notification of contract award to the successful BIDDER in accordance with sub clause 42.1.

25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the BIDDER on the Bid Submission Form or any extension thereof.

26. Samples

26.1 Samples are not required.

27. Bid Opening

27.1 The SERVICE RECIPIENTS shall conduct the bid opening in public at the address, date and time **specified in the BDS.**

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the SERVICE RECIPIENTS. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out: the name of the BIDDER and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the SERVICE RECIPIENTS may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 24.1.

27.4 The SERVICE RECIPIENTS shall prepare a record of the Bid opening that shall include, as a minimum: the name of the BIDDER and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The BIDDER s' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all BIDDER s who submitted bids in time.

Evaluation and Comparison of Bids

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to BIDDER s or any other persons not officially concerned with such process until publication of the Contract Award.

28.2 Any effort by a BIDDER to influence the SERVICE RECIPIENTS in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

28.3 Notwithstanding ITB Sub-Clause 28.2, if any BIDDER wishes to contact the SERVICE RECIPIENTS on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

29. Clarification of Bids

29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the SERVICE RECIPIENTS may, at its discretion, request any BIDDER for a clarification of its Bid. Any clarification submitted by a BIDDER in respect to its Bid and that is not in response to a request by the SERVICE RECIPIENTS shall not be considered for purpose of evaluation. The SERVICE RECIPIENTS request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the SERVICE RECIPIENTS in the Evaluation of the bids, in accordance with ITB Clause 31.

30. Responsiveness of Bids

30.1 The SERVICE RECIPIENTS determination of a bid's responsiveness is to be based on the contents of the bid itself.

30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. One that: A material deviation, reservation, or omission is

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the Bidding Documents, the SERVICE RECIPIENTS rights or the BIDDER's obligations under the Contract; or
- (c) If rectified would unfairly affect the competitive presenting of other BIDDER s presenting substantially responsive bids.

30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the SERVICE RECIPIENTS and may not subsequently be made responsive by the BIDDER by correction of the material deviation, reservation, or omission.

31. Non conformities, Errors, and Omissions

31.1 Provided that a Bid is substantially responsive, the SERVICE RECIPIENTS may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

31.2 Provided that a bid is substantially responsive, the SERVICE RECIPIENTS may request that the BIDDER submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the BIDDER to comply with the request may result in the rejection of its Bid.

31.3 Provided that the Bid is substantially responsive, the SERVICE RECIPIENTS shall correct arithmetical errors on the following basis:

- (a) 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 SERVICE RECIPIENTS 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;
- (b) 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
- (c) if there is a discrepancy between words and figures, the 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 (a) and (b) above.

31.4 If the BIDDER that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid-Securing Declaration shall be executed.

32. Preliminary Examination of Bids

32.1 The SERVICE RECIPIENTS shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

32.2 The SERVICE RECIPIENTS shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.

- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 12;
- (c) Bid Security or Bid Securing declaration in accordance with ITB Clause 20.

33. Examination of Terms and Conditions; Technical Evaluation

33.1 The SERVICE RECIPIENTS shall examine the Bid to confirm that all terms and conditions specified in the CC and the Contract Data have been accepted by the BIDDER without any material deviation or reservation.

33.2 The SERVICE RECIPIENTS shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

33.3 If, after the examination of the terms and conditions and the technical evaluation, the SERVICE RECIPIENTS determines that the Bid is not substantially responsive in accordance with ITB Clause 30, the SERVICE RECIPIENTS shall reject the Bid.

34. Conversion to Single Currency

34.1 If the BIDDERS are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the SERVICE RECIPIENTS shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

35. Domestic Preference

35.1 Domestic preference shall be a factor in bid evaluation only if **stated in the BDS**. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.

36. Evaluation of Bids

36.1 The SERVICE RECIPIENTS shall evaluate each bid that has been determined, up to this stage of the evaluation to be substantially responsive.

36.2 To evaluate a Bid, the SERVICE RECIPIENTS shall only use all the factors, methodologies and criteria defined in this ITB Clause 36.

36.3 To evaluate a Bid, the SERVICE RECIPIENTS shall consider the following:

- (a) The Bid Price as quoted in accordance with clause 14;
- (b) Price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
- (c) Price adjustment due to discounts offered accordance with ITB Sub-Clause 14.2; and 14.3 in
- (d) Adjustments due to the application of the evaluation criteria **specified in the BDS**.
- (e) Adjustments due to the application of a domestic preference, in accordance with ITB Clause 35 if applicable.

36.4 The SERVICE RECIPIENTS evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 36.3, if **specified in BDS**. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids

36.5 If so **specified in the BDS**, these Bidding Documents shall allow BIDDERS to quote for one or more lots, and shall allow the SERVICE RECIPIENTS to award one or multiple lots to more than one BIDDER. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

37. Comparison of Bids

37. The SERVICE RECIPIENTS shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

38. Post qualification of the BIDDER

38.1 The SERVICE RECIPIENTS shall determine to its satisfaction whether the BIDDER that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the BIDDER's qualifications submitted by the BIDDER, pursuant to ITB Clause 18.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the BIDDER. A negative determination shall result in disqualification of the bid, in which event the SERVICE RECIPIENTS shall proceed to the next lowest evaluated bid to make a similar determination of that BIDDER's capabilities to perform satisfactorily.

39. PURCHASER's Right to Accept Any Bid, and to reject any or All Bids

39.1 The SERVICE RECIPIENTS reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to BIDDERS.

Award of Contract

40. Award Criteria

40.1 The SERVICE RECIPIENTS shall award the Contract to the BIDDER whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the BIDDER is determined to be qualified to perform the Contract satisfactorily.

41. PURCHASER's Right to Vary Quantities at Time of Award

41.1 At the time the Contract is awarded, the SERVICE RECIPIENTS reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five per cent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

42. Notification of Award

42.1 Prior to the expiration of the period of bid validity, the SERVICE RECIPIENTS shall notify the successful BIDDER, in writing, that its Bid has been accepted.

42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

42.3 Upon the successful BIDDER's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the SERVICE RECIPIENTS will promptly notify each unsuccessful BIDDER and will discharge its bid security, pursuant to ITB Clause 20.4.

43. Signing of Contract

43.1 Within Seven (7) days after notification, the SERVICE RECIPIENTS shall complete the Agreement, and inform the successful BIDDER to sign it.

43.2 Within Seven (7) days of receipt of such information, the successful BIDDER shall sign the Agreement.

44. Performance Security

44.1 Within fourteen (14) days of the receipt of notification of award from the SERVICE RECIPIENTS, the successful BIDDER, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning

BIDDER to each unsuccessful BIDDER and discharge the Bid Securities of the unsuccessful BIDDER s pursuant to ITB Sub-Clause 20.4.

44.2 Failure of the successful BIDDER to submit the above mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the SERVICE RECIPIENTS may award the Contract to the next lowest evaluated BIDDER, whose offer is substantially responsive and is determined by the SERVICE RECIPIENTS to be qualified to perform the Contract satisfactorily.

45. Payment Method

45.1 Minimum 45 days of credit period is required

46. Unrealistic Rates

46.1 If unrealistically low rates quoted by a Bidder are found on critical or very important items he will be asked to prove to the satisfaction of the Sri Lanka Air Force Departmental Procurement Committee how he could supply the particular item within that rate, if relevant with a rate analysis also.

46.2 If the Sri Lanka Air Force Departmental Procurement Committee is of the view that the clarifications given are unacceptable and Bidder would fail in performing on those rates the Bid may be rejected. If clarifications are acceptable and Technical Evaluation Committee is satisfied on that evaluation will be continued.

23rd October 2017

-Signed-
(HMMSB HERATH)
Group Captain
CHIEF PROCUREMENT OFFICER

Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to BIDDERS (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

ITB Clause Reference	A. General
ITB 1.1	The SERVICE RECIPIENTS is Sri Lanka Air Force Democratic Socialist Republic of Sri Lanka
ITB 1.1	The name and identification number of the Contract are : ANNUAL CONTRACT FOR FUMIGATION OF WOODEN BOXES AND CONTAINERS USED FOR EXPORT CARGO FROM SRI LANKA AIR FORCE ON ANNUAL CONTRACT BASIS FOR THE YEAR 2018 Tender reference: AHQ/17/PUB/MIS/1009
ITB 2.1	The source of funding is : Government of Democratic Socialist Republic Of Sri Lanka
ITB 4.4	Foreign BIDDERS are not allowed to participate in bidding.
ITB 5.1	All specifications and special conditions are stipulated at Volume- 2, Section III and Section V Schedule of requirements respectively.
	B. Contents of Bidding Documents
ITB 6.1	Bidding documents could be inspected by interested bidders from the Sri Lanka Air Force website www.airforce.lk and may purchase between 1000 hrs and 1300 hrs on every working day from the Shroff Sri Lanka Air Force Station Colombo between before the closing date of the bids upon payment of a non-refundable fee of Rs. 3000.00 for each procurement The offers without the receipt of the payment will not be accepted.
ITB 7.1	For <u>Clarification of bid purposes</u> only, the PURCHASER address is: Attention : Chief Procurement Officer Address:No 140, Chittampalam A Gardiner Mawatha, Colombo 02. Telephone: 0112325468 Facsimile number: 0112347694 /0112441553 Electronic mail address: CPO@slaf.gov.lk

C. Preparation of Bids	
ITB 11.1 (e)	The BIDDER shall submit the following additional documents: (a) A copy of company registration certificate registration as a freight forwarder. (b) VAT Registration certificate or VAT exemption letter issued by the Inland Revenue department. (c). Quality Certificates of the service provider. (e). Registration of Exchange Control in Central Bank. (f). Registration of Ministry of Defence if available.
ITB 13.1	Alternative bids shall not be accepted
ITB 14.3	Not Applicable
ITB 15.1	The BIDDER shall quote in <u>Sri Lankan Rupees.</u>
ITB 17.3	Not applicable
ITB 18.1 (a)	Not applicable
ITB 18.1 (b)	Not applicable
ITB 19.1	The Bid shall valid until <u>31st December 2018.</u>
ITB 20.1	a. Bid Security shall be in a form of <u>Bank guarantee.</u> b The beneficiary of the bid security shall be <u>Commander of the Sri Lanka Air Force</u>
ITB 20.2	The Amount of the Bid security shall be <u>Fifty Thousand Rupees (Rs. 50,000.00)</u>
ITB 20.2 (b)	Bid Security should be issued by a Commercial Bank approved by the Central Bank of Sri Lanka.
ITB 20.2 (f)	The validity period of the Bid Security Shall be until <u>31st March 2018.</u>
D. Submission and opening of Bids	
ITB22.2 (c)	The inner and outer envelopes shall bear the following identification marks Heading : ANNUAL CONTRACT FOR FUMIGATION OF WOODEN BOXES AND CONTAINERS USED FOR EXPORT CARGO FROM SRI LANKA AIR FORCE ON ANNUAL CONTRACT BASIS FOR THE YEAR 2018 Tender reference: AHQ/17/PUB/MIS/1009 Opening Date : 14th November 2017

ITB23.1	<p>For the bid submission purposes, the ANNUAL CONTRACT FOR FUMIGATION OF WOODEN BOXES AND CONTAINERS USED FOR EXPORT CARGO FROM SRI LANKA AIR FORCE ON ANNUAL CONTRACT BASIS FOR THE YEAR 2018</p> <p>address is Attention :Chief Procurement Officer</p> <p>Address: No 140, Chittampalam A Gardiner Mawatha, Colombo 02.</p> <p>The deadline for the submission of bids is :</p> <p>Date: 14th November 2017</p> <p>Time: 1030 Hrs</p>
ITB27.1	<p>The bid opening shall take place at :</p> <p>Address: No 140, Chittampalam A Gardiner Mawatha, Colombo 02.</p> <p>Date: 14th November 2017</p> <p>Time: 1030 Hrs</p>
	E. Evaluation and comparison of bids
ITB35.1	Domestic preference shall not be a bid evaluation factor
ITB36.3(d)	Not applicable
ITB36.4	<p>The following factors and methodology will be used for evaluation :</p> <ul style="list-style-type: none"> a. Minimum delivery period. b. The past performance of the bidders
ITB 36.5	Not applicable
ITB 46.1	Unrealistic Rates comparing to the market rates will not be considered for the evaluation

Section III

Special Conditions

ANNUAL CONTRACT FOR FUMIGATION OF WOODEN BOXES AND CONTAINERS USED FOR EXPORT CARGO FROM SRI LANKA AIR FORCE FOR THE YEAR 2018

1. **SPECIFICATION OF FUMIGATION**

a.

LCL Cargo by Air Freight (All destination including AQIS)	Per order 1-5 CBM)
LCL Cargo by Sea Freight(All destination including AQIS)	Per order 1-5 CBM)
FCL Container @ Colombo port other than Australia /New Zealand	1x20 ft 1x40 ft
FCL Container – AQIS standard only for (Australia /New Zealand)	1x20 ft 1x40 ft
ISPM – 15 (for other countries)	

- b. Should be an agency recognized by FAO and NPPO acceptable to Airline and Customs.
- c. Should stamp the boxes as well as issue a certificate guaranteeing the fumigation.
- d. Fumigation agent should be methyl bromide by heat treatment or appropriate equivalent method.
- e. Minimum wood care temperature 56° C for min 30 minutes.
- f. Should be impregnated at temperature not less than 21°C and minimum dosage rate is 48 G/M3 and minimum exposure time should be as per Annex 1 of ISPM-15.

2. **REQUIRED FUMIGATION TYPE**

Basis for fumigation – Volume Basis

- a. LCL Cargo (CBM)
b. FCL Cargo (20’/40’)

3. **CONDITION**

- a. Countries to be dispatched – All countries.
- b. Capability of fumigation within 06 hours after informing the requirement.
- c. Rate to be quoted per Cubic meter (CBM), FCL 20Ft and 40Ft
- d. Fumigation to be performed at for the FCL (20Ft and 40Ft) the SLAF Base Katunayake/ sea cargo verification terminal and LCL cargo at the SLAF Base Katunayake within 06 hours after informing the requirement.
- e. A fumigation chamber to be provided at SLAF Base Katunayake.

- f. Contract period is one year from signing of the Agreement / Contract.
- g. Price should be quoted in Sri Lankan rupees. Rates to remain unchanged throughout the contract period.
- h. Credit facilities to be provided for 45 days.
- i. Stranded safety procedure to be adopted and the fumigation process is to be ECO friendly.

Section IV.
Bidding Forms

Table of Forms

Bid Submission Form

Price Schedule:.....

Bid Security (Guarantee)

Bid-Securing Declaration

Bid Submission Form

[Note: the PURCHASER is required to fill the information marked as “” and delete this note prior to selling of the bidding document]*

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

Date: *[insert date (as day, month and year) of Bid Submission]*

No.: *[insert number of bidding process]*

To: *[* insert complete name of PURCHASER]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[* insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid without VAT, including any discounts offered is: *[insert the total bid price in words and figures]*;
- (d) The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures]*;
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of BIDDER]*

Dated on _____ day of _____, _____ *[insert date of signing]*

SECTION -7 PRICE SCHEDULE

ANNUAL CONTRACT FOR FUMIGATION OF WOODEN BOXES AND CONTAINERS USED FOR EXPORT CARGO FROM SRI LANKA AIR FORCE FOR THE YEAR 2018

(The name of the location as per the **Bidding Data Sheet (ITB.14.2)** to be specified by the bidder in the blank space provided above)

ITEM NO	Item No	DESCRIPTION OF ITEM	D of Qty	Qty	Unit Price (Without	VAT 15 %	Total Value (With
					LKR	LKR	VAT)
1	V1111085001016	Fumigation service for LCL cargo by Air Freight (All destination including AQIS)	Cubic Mtr	1.00			
2	V1111085001017	Fumigation service for LCL cargo by Sea Freight (All destination including AQIS)	Cubic Mtr	1.00			
3	V1111085001018	Fumigation service for FCL Container @ Colombo port other than Australia /New Zealand (1x20 ft)	Ea	1.00			
4	V1111085001019	Fumigation service for FCL Container @ Colombo port other than Australia /New Zealand (1x40 ft)	Ea	1.00			
5	V1111085001020	Fumigation service for FCL Container – AQIS standard only for Australia (1x20 ft)	Ea	1.00			
6	V1111085001021	Fumigation service for FCL Container – AQIS standard only for Australia (1x40 ft)	Ea	1.00			
7	V1111085001022	Fumigation service for FCL Container – AQIS standard only for New Zealand (1x20 ft)	Ea	1.00			
8	V1111085001023	Fumigation service for FCL Container – AQIS standard only for New Zealand (1x40 ft)	Ea	1.00			

Signature of Bidder :

Name of Bidder :

Date :

- * The price schedule shall be authenticated by the BIDDER.
- * The BIDDER shall ensure that all the details provided herein are 100% accurate.
- * It is mandatory that the unit price of the article or service be inclusive of NBT Tax, if applicable. Based on that, VAT shall be indicated separately in the price schedule.
- * Please indicate the details listed below with regard to the above items.

IMPORTANT

ADDRESS		
TELEPHONE NUMBER		
FAX NUMBER		
VAT REGISTRATION LETTER (applicable for VAT payees)	YES /NO	VAT REGISTRATION NUMBER :
VAT EXCEPTION LETTER ATTACHED (applicable for non VAT payees)	YES / NO	
VALIDITY OF BID till 31 st December 2018	YES / NO	
VALIDITY OF BID BOND till 31 st March 2018	YES / NO	
BID BOND NO		
DELIVERY PERIOD		
DISCOUNT OFFERED	YES / NO	

Contact details of the BIDDER

Name:

Address:.....

.....

Tel:...../...../.....

Fax: **Email.**

Date **Signature of BIDDER**

Affix Company Rubber Seal

Bid Guarantee

[Note: the SERVICE RECIPIENTS is required to fill the information marked as "" and delete this note prior to selling of the bidding document]*

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

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

***Beneficiary:** ----- *[name and address of SERVICE RECIPIENTS]*

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

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

We have been informed that ----- *[insert (by issuing agency) name of the BIDDER ; if a joint venture, list complete legal names of partners]* (hereinafter called "the BIDDER ") has submitted to you its bid dated ----- *[insert (by issuing agency) date]*(hereinafter called "the Bid") for the supply of *[insert name of Supplier]* under Invitation for Bids No. ----- *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

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

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

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

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

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

Bid-Securing Declaration

[Note: the SERVICE RECIPIENT is required to fill the information marked as “” and delete this note prior to selling of the bidding document]*

*[The **BIDDER** shall fill in this form in accordance with the instructions indicated in brackets]*

Date: -----*[insert date by BIDDER]*

Name of contract --[insert name]*

Contract Identification N^o: -----[insert number]*

*Invitation for Bid No.: ----- *insert number]*

*To: ----- *[insert the name of the SERVICE RECIPIENTS]*

We, the undersigned, declare that:

1. We understand that, according to instructions to BIDDERS (hereinafter “the ITB”), bids must be supported by a bid-securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have been invited by any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Agency of Sri Lanka, for the period of time of *three years* starting on *the latest date set for closing of bids of this bid*, if we:
 - (a) Withdraw our Bid during the period of bid validity period specified; or
 - (b) Do not accept the correction of errors in accordance with the Instructions to BIDDERS of the Bidding Documents; or
 - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing shall expire if we are not the successful BIDDER, upon the earlier of (i) our receipt of a copy of your notification to the BIDDER that the BIDDER was unsuccessful; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed *[insert signature(s) of authorized representative]* In the Capacity of *[insert title]*

Name *[insert printed or typed name]*

Duly authorized to sign the bid for and on behalf of [insert authorizing entity]

Dated on [insert day] day of [insert month], [insert year]

Section V. Schedule of requirements

Contents

1. Technical Specifications

2. Inspection and tests

SPECIFICATIONS

As mentioned in the special conditions

Inspections and Tests

As per the Contract agreement.

Section VI.

CONTRACT AGREEMENT



CONTRACT

Between

**THE SERVICE RECIPIENT
SRI LANKA AIR FORCE**

for and on behalf of

THE GOVERNMENT OF DEMOCRATIC SOCIALIST REPUBLIC OF

SRI LANKA

and

THE SERVICE PROVIDER

M/S

.....

for the

**ANNUAL CONTRACT FOR FUMIGATION OF WOODEN
BOXES AND CONTAINERS USED FOR EXPORT CARGO
FROM SRI LANKA AIR FORCE FOR THE YEAR 2018**

TENDER: -

CONTRACT NO:-

Order No :-

**ANNUAL CONTRACT FOR FUMIGATION OF WOODEN BOXES AND CONTAINERS
USED FOR EXPORT CARGO FROM SRI LANKA AIR FORCE FOR THE YEAR 2018
(Contract No)**

THIS INDENTURE IS MADE AND ENTERED INTO ON THIS day of Two Thousand Sixteen 2017 in Colombo this Contract is made and entered into by and between **M/s** (Company Reg No) having its office atand its heirs, executors and administrators of the first part, (hereinafter called and referred to as the “**SERVICE PROVIDER**”)

and

The **Commander** of the Sri Lanka Air Force acting for and on behalf of the **Government of the Democratic Socialist Republic of Sri Lanka**, having office at Air Force Headquarters, No. 140, Chittampalam A. Gardiner Mawatha, Colombo-02, Sri Lanka; Represented by Group Captain HMMSB Herath, the Chief Procurement Officer of the Sri Lanka Air Force (hereinafter referred to as the “**SERVICE RECIPIENT**”) on the other part and collectively referred to as the Parties to this Contract.

Whereas the Departmental Procurement Committee of the Sri Lanka Air Force has approved by its letter AHQ/17/PUB/MIS/1009 dated December 2017 the Annual contract for fumigation of wooden boxes and containers used for export cargo from Sri Lanka air force for the year 2018

more fully described in the Schedule set out in Article 17 hereto (hereinafter referred to as the “SCHEDULE OF SERVICES”) for the SERVICE RECIPIENT and

and

Whereas the **SERVICE PROVIDER** has agreed to provide the “**SCHEDULE OF SERVICES**” to the entire satisfaction and quantities required by the **SERVICE RECIPIENT** during the period and in the manner, which are described in Article 1 below;

Now therefore it is hereby agreed as follows;

1. The **SERVICE PROVIDER** shall provide **SCHEDULE OF SERVICES** more full mentioned at Annex “A” hereto at the rates provided there in at Annual contract for fumigation of wooden boxes and containers used for export cargo during period of 1st January 2018 to 31st December 2018 on rate running contract basis.

2. All **SCHEDULE OF SERVICES** supplied by the **SERVICE PROVIDER** shall be the best in their respective kind and shall be subject to inspection by the Officer nominated by the **SERVICE RECIPIENT** in accordance with the specifications forwarded by the **SERVICE RECIPIENT**, and if any of the **SCHEDULE OF SERVICES** so provided by the **SERVICE PROVIDER**, shall in the opinion of the receiving Officer be not of the quality contracted for, such Officer shall have the right to refuse to make payments.

AHQ/17/PUB/MIS/1009

3. The payment shall be made after the receipt and acceptance of SCHEDULE OF SERVICES by the Sri Lanka Air Force.

4. In the event the SERVICE PROVIDER fails to provide the SCHEDULE OF SERVICES demanded for the period specified in Clause 1 hereof the SERVICE RECIPIENT shall be at liberty to forfeiture the Performance Security submitted by the SERVICE PROVIDER a part from the other remedies available for SERVICE RECIPIENT.

5. The SERVICE PROVIDER shall not assign or otherwise transfer or sublet its rights and obligations under this contract, without the consent and authority in writing to the SERVICE RECIPIENT. The SERVICE RECIPIENT reserves the right to refuse to recognize a Power of Attorney issued by the SERVICE PROVIDER to any person to carry out this contract on his behalf. The SERVICE RECIPIENT may for reasons, which appear to him sufficient give the SERVICE PROVIDER notice in writing of its objections to the employment by the SERVICE PROVIDER of any person specified in such notice and no such person shall be employed by the SERVICE PROVIDER. The SERVICE PROVIDER shall not employ any person suffering from any infectious disease. Breach of this contract shall render this contract liable for cancellation without compensation to the SERVICE PROVIDER.

6. The payment to which the SERVICE PROVIDER may render himself liable under this contract by default of contract shall be deducted by the SERVICE RECIPIENT from all monies due or that may become due to the SERVICE PROVIDER under this contract and from the security deposit of the SERVICE PROVIDER.

7. All notices to be served upon the SERVICE PROVIDER shall be deemed to have been served if given to it's either personally or left at M/s

8. The SERVICE RECIPIENT reserves the right to terminate the contract, without notice, for reasons of national security as determined by him. In such an event, the SERVICE RECIPIENT or the Government shall not be held responsible or liable for any loss or damages caused to the SERVICE PROVIDER by reason of such termination.

9. The Government shall not be held responsible or liable for any damages that may be incurred by the SERVICE PROVIDER as a result of war, disturbance, strikes, lock outs, earthquakes, fires, storms or floods or other hindrances or acts of God or beyond the control of the SERVICE RECIPIENT at any time during the tenure of this contract.

10.

10.1 In the event that the SERVICE PROVIDER is unable to provide the SCHEDULE OF SERVICES within the stipulated period specified in article 01 liquidated damages shall be incurred as a penalty amounting to one - tenth (1/10) of one percent (1%) of the total cost of the delayed services for every day of delay, subject to a maximum 10% of total contract value. Such penalty shall be imposed by deduction from the payment due to the SERVICE PROVIDER. Provided that if any period of delay has been caused by the SERVICE RECIPIENT to effect the payment to SERVICE PROVIDER upon the acceptance of services, the Liquidated Damages entitled by the SERVICE RECIPIENT shall be forfeited inconsideration of the delay occurred at his end.

10.2 Liquidated Damages shall be calculated only on the balance number of days, having setoff number of days delayed by the SERVICE PROVIDER against the number of days, payments are delayed by the SERVICE RECIPIENT (if any)

11

11.1 The SERVICE PROVIDER shall furnish an unconditional, irrevocable Performance security, in the Form of a Bank Guarantee payable by the SERVICE PROVIDER on first written demand of the SERVICE RECIPIENT on the basis that the SERVICE PROVIDER has failed in his obligation to perform this contract, for the amount equal to Ten percent (10%) of the total Contract Price i.e. Rupees (Rs.....) to be issued by a Licensed Commercial Bank in Sri Lanka, preferably a state bank in favour of the SERVICE RECIPIENT. This security shall be issued on or before the execution of this contract and to be valid till 31st January 2018.

11.2 If so required by the SERVICE RECIPIENT, the SERVICE PROVIDER shall extend the validity of the Performance Security until the obligations of SERVICE PROVIDER is successfully completed in compliance with the requirements of this contract and to the satisfaction of the SERVICE RECIPIENT

12. Supply of SCHEDULE OF SERVICES to be made in accordance with the conditions and specifications set out in the general conditions of the Tender Document of this tender and the conditions of this agreement conforming to the nationally acceptable Standards.

13. All the Terms and Conditions of this contract have been read and understood and accepted and confirmed by both the party of the First part and the party of the Second part.

14 Indemnity

The **Service Provider** shall indemnify **the Service Recipient** against all costs, claims, demands, expenses and liabilities of whatever nature (including legal costs and expenses) made by third parties and caused in whole or in part by, or arising out of, any act or omission of the **Service Provider** or the **Service Provider's** employees or agents in connection with the Services.

15 The SERVICE RECIPIENT or the SERVICE PROVIDER shall not be in breach of their obligations, under this contract, if they are unable to perform such obligation(s) as a result of the occurrence of an event of Force Majeure.

16. An event of Force Majeure shall mean an event not within the control of the SERVICE PROVIDER or the SERVICE RECIPIENT, as the case may be, and has a direct effect on its obligations, which it is unable to prevent, avoid or remove and shall include, but not limit to government(s) and its agencies refusal/denial/intervention (including..... and Sri Lanka) war, (whether declared or not) hostilities, invasion, armed conflict, act of enemy, riots, insurrections, strikes, revolution or usurped power, acts of terrorism, sabotage of criminal damage, trade embargos and natural disasters including earthquake, lighting, hurricane, flood and fire. For the purpose of this clause, strikes that arise from labour relation between the relevant parties and its employees (other than those having nation-wide effect in the country) machinery breakdown or correction of defect or deficiency shall not be events of Force Majeure.

17 The Party so Effected shall within seven (07) days inform the other party by the special registered letter of the occurrence of Force Majeure for the latter party to postpone the execution of the contract. The postponement shall at least be equal to the duration of the events of Force Majeure.

18. For any disputes or difference arising between the parties out of or in connection with the contract, the parties to take appropriate measures to settle the dispute or disagreement which may arise out or in connection with this contract by means of negotiation. If the dispute cannot be settled amicably this contract shall be governed by the laws of Sri Lanka to be dealt by means of civil litigation in courts of Sri Lanka.

19. In consideration of the mutual covenants herein contained, both the parties agree that these contents of this contract shall be treated as strictly confidential and shall not be disclosed by any party to any third party in whole or part without the prior written consent of the other party.

20 The governing Law of this Contract shall be the Law of Democratic Socialist Republic of Sri Lanka.

21. This Contract may be amended subject to mutual agreement by both parties in writing and such amendment shall be in the form of an Addendum which shall form an integral part of this contract.

22. If the SERVICE PROVIDER fails to perform any obligation under this Contract to the satisfaction of the SERVICE RECIPIENT, The SERVICE RECIPIENT without prejudice to any other remedy to be used in case of breach of Contract, by written notice of default sent to the SERVICE PROVIDER, may terminate the Contract in whole or in part.

23. This Contract has been drawn up in Fourteen (14) Articles and Annexes from “A”-.....”, in Two (02) original copies, both in the English Language; each having, the same content and both content having equal legal validity, One (01) original copy for the SERVICE RECIPIENT and One (01) original copy for the SERVICE PROVIDER.

24. This contract comes into force immediately after being signed by the representatives of the two parties.

IN WITNESS WHEREOF the said SERVICE RECIPIENT and the said SERVICE PROVIDER have herein to set their representatives hands in Colombo on **the of Two Thousand Sixteen (2017)** for the “PROVIDE OF SCHEDULE OF SERVICES”

.....
FOR AND ON BEHALF OF THE
PARTY OF THE FIRST PART

.....
(.....)
.....
CHIEF PROCUREMENT OFFICER
FOR AND ON BEHALF OF THE
PARTY OF THE SECOND PART

Name: -

NIC No:-

Date : -...../...../2017

Witness 1

Witness 1

Signature.....

Signature.....

Name.....

Name.....

Address.....

Address.....

Date.....

Date.....

Witness 2

Witness 2

Signature.....

Signature.....

Name.....

Name.....

Address.....

Address.....

Date.....

Date.....

Performance Bond No:-

Bank of issuing :-

Date of issue :-

Performance Bond Amount: - Rs.....

.....
Dated 2017

SCHEDULE OF SERVICES

S/N	Item	D of Qty	Unit Price (Rs.)% VAT (Rs.)	Unit price with VAT (Rs.)

Section VII. Contract Data

As per the Contract agreement.

Section VIII. Contract Forms

- 01. Contract Agreement**
- 02. Performance Security**
- 03. Bank Guarantee for advanced payment**

*** Formats will be submit along with the Letter of award**

Invitation for Bids (IFB)

Paper Advertisement



PROCUREMENT OF GOODS AND SERVICES ON RATE RUNNING CONTRACT BASIS FOR YEAR 2018 TO THE SRI LANKA AIR FORCE

1. The Chairman, Department Procurement Committee of the Sri Lanka Air Force invites sealed Bids from eligible and qualified bidders for the under mentioned supplies.

Procurement Identification Number	Description	Procurement Method	Date and time of Bid closing	Non Refundable Fee (Rs.)
AHQ/17/PUB/D/1005	Procurement of Earplugs (Yellow Colour)	NCB	13 Nov 2017 at 1030 Hrs	3,000.00
AHQ/17/PUB/M&E/ 1005 RE I	Procurement of Air Conditioner Spare Parts	NCB	13 Nov 2017 at 1030 Hrs	3,000.00
AHQ/17/PUB/MIS/1006	Obtaining of Freight Services for Air Lifting of Cargo from Sri Lanka Air Force (port to port basis)	NCB	13 Nov 2017 at 1030 Hrs	3,000.00
AHQ/17/PUB/MIS/1007	Obtaining of Freight Services for Air Transportation of Export and Import Cargo to and from South Sudan and Central Africa	NCB	14 Nov 2017 at 1030 Hrs	3,000.00
AHQ/17/PUB/MIS/1008	Obtaining of Freight Services for Sea Transportation of Export and Import Cargo to and from South Sudan and Central Africa	NCB	14 Nov 2017 at 1030 Hrs	3,000.00
AHQ/17/PUB/MIS/1009	Obtaining of Fumigation services for Wooden Boxes and Containers use for Cargo Export	NCB	14 Nov 2017 at 1030 Hrs	3,000.00

2. Complete set of bidding documents in English language could be inspected by interested bidders from the Sri Lanka Air Force website www.airforce.lk and may purchase from 1000 hrs and 1300 hrs on every working day from the Shroff at Sri Lanka Air Force Station Colombo before the closing date of the respective procurement upon payment of a non-refundable fee for each procurement. The offers without the receipt of payment will not be accepted.

3. The sealed bids in duplicate, shall be addressed to “The Chairman, Departmental Procurement Committee and may be either dispatched by registered post or deposited in the Tender Box at the Main Guard Room well before the closing time. Late bids will not be accepted. Bids will be opened soon after closing the bids. Bidders or their authorized representatives will be permitted to be present at the opening of the bids, upon presentation of their National Identity Card and letters of authorization from their employers. No bidder or his representative will be permitted to attend the bid opening after the bid closing time.

4. The procurement condition and required items are listed in the “Schedule of Prices” of the each bidding document and the applicable rates of supplies shall be indicated for each item listed therein. The rates quoted by each bidder in the Schedule of Prices shall not be subjected to variation on any account.

5. The supplies shall be made to Sri Lanka Air Force Base Katunayake. The prospective bidders shall be aware that they shall include all their expenses with all taxes including VAT and other levies in the quotations submitted.

6. Interested eligible bidders may obtain further information from the Chief Procurement Officer (Tel. 011-2325468) or Procurement Officer Tenders (Tel. 011-2441553 or 011-2441044 Extension 23569 Fax: 011- 2441553 and 011-2347694).

7. The address referred to above is:
Sri Lanka Air Force
No.140
Sir Chittampalam A Gardiner Mawatha
Colombo 02

COMMANDER OF THE AIR FORCE

Air Force Headquarters
P.O. Box 1592
Colombo 02