

SRI LANKA AIR FORCE

BIDDING DOCUMENT

ANNUAL CONTRACT (RATE APPROVAL) TO OBTAIN FUMIGATION OF WOODEN BOXES AND CONTAINERS USED TO EXPORT CARGO FOR THE SRI LANKA AIR FORCE YEAR 2024

TENDER REFERENCE: (AHQ/23/PUB/MIS/1004)

Invitation for Bids

The Democratic Socialist Republic of Sri Lanka

Sri Lanka Air Force

ANNUAL CONTRACT TO OBTAIN FUMIGATION OF WOODEN BOXES AND CONTAINERS USED TO EXPORT CARGO FOR THE YEAR 2024

Contract Identification No: AHQ/23/PUB/MIS/1004

1. The Chairman Departmental Procurement Committee (DPC), on behalf of Sri Lanka Air Force, now invites sealed bids from eligible and qualified bidders for Obtaining of fumigation wooden boxes and containers used for export cargo (AHQ/23/PUB/MIS/1004).

2. The service required to 31^{st} December 2024 from the date of commencement.

3. Bidding will be conducted through National Competitive Bidding Procedure (NCB).

4. Interested bidders may inspected the bidding documents (free of charge) at <u>Procurement Division,</u> <u>Sri Lanka Air Force Station Colombo</u> from 0900hrs to 1500hrs on every working day and can be purchased between <u>1000hrs and 1400hrs on every working day from the Procurement Division, Sri</u> <u>Lanka Air Force Station Colombo</u> upon payment of a **non-refundable fee of** <u>Rs. 2,000.00</u> to the Shroff Sri Lanka Air Force. The method of payment will be in cash. The Bid shall be valid up to <u>31st December 2024.</u>

5. The bidder may liaise with the following Officer of the Sri Lanka Air Force for further information.

Chief Procurement Officer, Procurement Division, Sri Lanka Air Force Station, No 140, Sir Chittampalam A Gardiner Mawatha, Colombo Telephone 011 2347694 Fax 011 2347694/2441554/ 2441553, Email: <u>cpd@slaf.gov.lk</u>, <u>acpot@slaf.gov.lk</u>

6. All bids must be accompanied by a Bid Security in the form of a Bank Guarantee and it shall be an unconditional and irrevocable. The value of the Bank Guarantee shall be **Rs. 100,000.00** (**Rupees One Hundred Thousand Only**). The Bid Security shall be valid up to <u>31 July 2024.</u>

7. Bids must be couriered / delivered to the address below marked with reference number: AHQ/23/PUB/MIS/1004 on or before **1030hrs** date **19 October 2023** Bids will be opened immediately after the closing of bids in the presence of the bidders' representatives who may choose to attend.

No 140, Sir Chittampalam A Gardiner Mawatha, Sri Lanka Air Force, Colombo.

8. Late bids will be rejected. No bidder or his representative will be permitted to attend the bid opening after the bid closing time.

The Chairman, Departmental Procurement Committee, No 140 Sir Chittampalam A Gardiner Mawatha, Sri Lanka Air Force, Colombo.

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

AMGSB ATAPATTU

Air Commodore Chief Procurement Officer Sri Lanka Air Force Colombo. Tel: 011 2347694 Fax: 011 2347694/2441554 Email: cpd@slaf.gov.lk

TP SAMADASA

Group Captain Staff Officer Procurement (Tenders) Sri Lanka Air Force Colombo Tel: 011 2441044 (Ex 23569) Fax: 011 2441553 Email: acpot@slaf.gov.lk

PPRN PEIRIS

Squadron Leader Assistant Staff Officer Procurement (Tenders) Sri Lanka Air Force Colombo Tel: 011 2441044 (Ex 23572) Fax: 011 2441553 Email: acpot@slaf.gov.lk

SECTION I – INSTRUCTIONS TO BIDDERS

Bidders are required to go through the following instructions/conditions prior to bidding. Instructions to Bidders (ITB) shall be read in conjunction with the **Volume II**, Section II 'Bidding Data' Sheet (BDS).

A. General

1. Scope of Bid 1.1 The Employer, as defined in the Bidding Data, invites bids for the Services, as described in the Appendix 'A' to the Contract. The name and identification number of the Contract is provided in the Bidding Data. 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the Bidding Data. 2. Qualifications and Experience 2.1 All bidders shall provide in Section III, Forms of of the Bidder Bid and Qualification and Experience Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. 2.2 If stated in the Bidding Data, all bidders shall include the following information and documents with their bids in Section III:

- (a) List of Services performed for each of the last five years;
- (b) (Intentionally kept blank)
- (c) Experience in Services of a similar nature for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) Work plan and methodology
- (e) List of major items of equipment proposed to carry out the Contract ;
- (f) Qualifications and experience of key staff proposed for the Contract ;
- (g) Any other if listed in the Bidding Data.

3. Cost of bidding	preparation and	r shall bear all costs associated with the submission of his Bid, and the Employer e responsible or liable for those costs.
4. Site Visit	4.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.	
5. Content of Bidding	Bidding Docum	nents
Documents	5.1 The set of b documents listed belo	oidding documents comprise the ow:
	Volume 1 Section IV Section VIII Volume 2 Invitation for Bid Section II Section III Section VI Section VI Section VI	Instructions to Bidders Conditions of Contract Forms of Securities Bidding Data Forms of bid and Qualification Information Contract Data Employer's Requirements Activity Schedule
6. Clarification of Bidding Documents		idding documents may notify the ng at the Employer's address
	B. Preparat	tion of Bids
7. Language of Bid	-	repared by the Bidder, as well as all and documents relating to the bid

all id exchanged by the Bidder and the Employer shall be written in English Language.

8. Documents Comprising the Bid

Bid Prices

9.

8.1 The Bidder shall submit the Bid under two separately sealed envelopes as follows:

- (a) The first envelope shall be clearly marked "ENVELOPE 1 - QUALIFICATION AND EXPERIENCE INFORMATION"; and
- (b) The second envelope shall be clearly marked "ENVELOPE 2 – FINANCIAL BID" and warning "DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE BIDDERS".

8.2 The Envelope 1, marked as "QUALIFICATION AND EXPERIENCE INFORMATION" shall include the originals of the following:

- (i) Volume 1 of the Bidding Document
- (ii) Bid security if requested
- (iii) Duly filled 'A' schedules, "Qualification and Experience Information".
- (iv) Other information listed in Bidding Data; and
- (v) Any other information, bidder may wish to Include

8.3 The Envelope 2, marked as "**FINANCIAL BID**" shall include the originals of the following:

- (i) Duly filled and signed Bid Submission Form
- (ii) Duly filled Activity Schedule as described in Bidding Data
- (iii) Other details as mentioned in Bidding Data

8.4 The two envelopes/covers shall then be sealed in an outer Envelope. All inner and outer envelopes/covers shall:

a. Be addressed to the Employer at the address provided in the Bidding Data; and

b. Bear the name and identification number of the Contract as defined in the Bidding Data.

9.1 The Contract shall be for the Services, as described in the Employer's Requirements, Section VI, based on the priced Activity Schedule submitted by the Bidder. Bidder is to full fill the requirement in bidding Data

9.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Employer's Requirements, Section VI and listed in the Activity Schedule, Section VII. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule. 9.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder. However VAT if applicable shall be included separately. The lump sum price shall be quoted by the Bidder **10.** Currency of Bid 10.1 and Payment shall be in Sri Lanka Rupees, or as described in the **Bidding Data** 11. Bid Validity Bids shall remain valid for the period specified in 11.1 the Bidding Data. In exceptional circumstances, the Employer may 11.2 request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security (if submitted). A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security (if submitted) for the period of the extension, and in compliance with Clause 12 in all respects. **12.** Bid Security 12.1 If indicated in the Bidding Data, the Bidder shall furnish, as part of the Bid, a Bid Security, in the amount specified in the Bidding Data and valid till the date specified in the Bidding Data. 12.2 If a Bid Security is requested under sub-clause 12.1 above, any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer. 12.3 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 12.1. 12.4 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security (if required).

Page **7** of **43**

- (a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity; or
- (b) If the Bidder does not accept the correction of the Bid price, pursuant to Clause 22; or
- (c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - (i) Sign the Contract; or
 - (ii) Furnish the required Performance Security (if required).

The Bidder shall prepare one original of the 13.1 documents comprising the Bid as described in Clause 8 of these Instructions to Bidders.

> The original of the Bid shall be typed or written 13.2 in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.

> 13.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

C. Submission of Bids

The outer envelope prepared in accordance with 14.1 sub-clause 8.4 shall:

> Be addressed to the Employer at the a. address provided in the Bidding Data; and

> Bear the name and identification number of b. the Contract as defined in the Bidding Data; and

> Provide a warning not to open before the c. specified time and date for Bid opening as defined in the Bidding Data.

In addition to the identification required in Sub-14.2 Clause 14.1, the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.

Page 8 of 43

14. **Sealing and Marking** of Bids

13. Format and Signing of Bid

	14.3 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
15. Deadline for Submission of Bids	15.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.
	15.2 Service Recipient may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Parties previously subject to the original deadline will then be subject to the new deadline.
16. Late Bids	16.1 Any Bid received by the Employer after the deadline prescribed in Clause 15 will be returned unopened to the Bidder.
	E. Bid Opening and Evaluation
17. Bid Opening	17.1 The Employer will open the envelope marked, 'Envelope 1 – Qualification and Experience', in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the Bidding Data. The Bidders' representatives who are present shall confirm their attendance by signing the attendance sheet.
	17.2 The Bidders' names, the presence (or absence) of Bid security, the presence (or absence) of the Financial Bid and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
	17.3 The envelopes marked 'Envelope 2 – Financial Bid' will be opened after the completing the evaluation of envelope marked 'Envelope 1 - Qualification and Experience', in the manner described in Sub-Clause 21.2
18. Clarification of Bids	18.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, request any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Service Recipient may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Service Recipient in the evaluation of the bids in accordance with Clause 22.

Page **9** of **43**

19. Examination of Bids and Determination of Responsiveness 19.1 Prior to the detailed evaluation of bids, using the information provided in Envelope 1, the Employer will determine whether each Bid (a) is accompanied by the required securities (if requested); and (b) is substantially responsive to the requirements of the bidding documents.

19.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and Employer's requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

19.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

20.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 19.

20.2 A two-stage procedure will be adopted in detailed evaluation of substantial responsive Bids. The evaluation of Qualifications and Experience will be completed prior to any financial bid being opened. The Employer evaluates the Envelope 1 -Qualifications and Experience on the basis of their responsiveness to the Employer's Requirements, applying the evaluation criteria, and point system specified in Sub-Clause 20.3 or any other method as applicable to the present tender mentioned in Bidding Data.

20.3 During the evaluation of Envelope 1 for Qualifications and Experience, the Employer will determine whether the Bidders are qualified and whether the work plan and methodology are substantially responsive to the requirements and work scope set forth in the Bidding Document. In order to reach such a determination, the Employer will examine the information supplied by the Bidders, and other requirements in the Bidding Document, taking into account the factors and point system outlined in the Bidding Data or any other method as applicable to the present tender mentioned in Bidding Data.

20.4 Each substantial responsive bid will be given a score as described under sub-clause 20.3. A Bid shall be rejected at

20. Evaluation of Qualification and Experience

this stage if it does not respond to important aspects of the Employer's Requirements or if it fails to achieve an overall minimum of 70 points together with the minimum given against each criterion. Refer bidding Data for the applicability.

21. Evaluation of Financial Bid
21.1 After the evaluation of Envelope 1 is completed, the Employer shall notify those Bidders whose qualification and experience did not meet the minimum qualifying marks or were considered nonresponsive to the Employer's Requirements, indicating that their envelope marked 'Envelope 2 – Financial Bid' will be returned unopened after completing the selection process. The Employer shall simultaneously notify the Bidders that have secured the minimum qualifying marks, indicating the date and time set for opening the envelope marked 'Envelope 2 – Financial Bid'. The notification may be sent by registered letter, or facsimile.

21.2 The Envelope 2 shall be opened publicly in the presence of the Bidders representatives who choose to attend. The name of the bidder, the Bid prices together with any discounts offered shall be read aloud and recorded when the envelopes marked 'Envelope 2 - Financial Bid' are opened.

21.3 Before evaluating the Financial Bid, the Service Recipient will determine whether the Bid is signed properly. If the Bid is not signed properly it will be rejected at this stage.

21.4 In evaluating the Financial Bid, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows:

- (a.) Excluding Provisional Sums and the provision, if any;
- (b.) Correcting the arithmetical errors in-pursuant to Clause 22
- (c.) Making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, Deviations or alternative offers.
- (d.) Applying any discounts offered by the Bidder.

21.5 The Employer reserves the r i ght to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be taken into account in Bid evaluation.

22. Correction of Errors

22.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

22.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 12.5.

F. Award of Contract

23. Award Criteria 23.1 Subject to Clause 24, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price.

24.1 Notwithstanding Clause 23, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

25.1 The Bidder who's Bid has been accepted will be notified in writing, of the award by the Employer prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Service Provider in consideration of the Services provided by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

25.2 The notification of award will constitute the formation of the Contract.

24. Employer's Right to Accept any Bid and to Reject any or all Bids

25. Notification of Award and Signing of Agreement

25.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder.

26. Performance
26.1 If requested in the Bidding Data, within 14 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) stipulated in the Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract..
27. Advance Payment
27.1 The Employer may provide an Advance Payment not

27.1 The Employer may provide an Advance Payment not exceeding 20% of the Contract Price subject to the Service Provider submitting a guarantee acceptable to the Employer, or as stipulated in the Bidding Data

> (AMGSB ATAPATTU) Air Cdre CHIEF PROCUREMENT OFFICER

September 2023

and Security

SECTION II – BIDDING DATA

Instructions to Bidders (ITB) Clause Reference

ITB 1.1	The Service Recipient is Sri Lanka Air Force on behalf of Democratic Socialist Republic			
	of Sri Lanka.			
		The name and identification number of the Contract is "ANNUAL CONTRACT		
	`	AL) TO OBTAIN FUMIGATION SERVICE FOR WOODEN		
		TAINERS USED TO EXPORT CARGO AT SRI LANKA AIR		
	FORCE YEAR 202	24" – AHQ/23/PUB/MIS/1004.		
ITB 1.2		provided to one year from the date of signing the agreement, as per		
	clause 2.2 of Contra	ct Data in Section V.		
ITB 2.2	The information req	uired from bidders in Sub-Clause 2.2 is:		
	(a) List of Servic	es performed last five years;		
	(b) Experience in	Services of a similar nature last three years, and details of Services		
	under way or contr	actually committed; and names and address of clients who may be		
	contacted for further	· information on those contracts;		
	(c) Work plan and	l methodology.		
	(d) Qualifications	and experience of key staff proposed for the Contract		
	(c) Any other if listed in the Bidding Data			
	(f) Membership details of professional bodies			
	(g) A copy of company registration certificate.			
	(h) Self undertaking stating the ability to perform the contract without financial			
	hindrance. {This shall be supported by audited financial statements of the company for			
	last three years. (2020-2022)}			
	(j) VAT Registration certificate or VAT exemption letter issued by the Inland Revenue			
	department.			
ITB 4.1	Not Applicable for t	his Tender		
ITB 5.1	Invitation for Bid			
	Section I	Instructions to Bidders		
	Section II	Bidding Data		
	Section III	Forms of bid and Qualification Information		
	Section IV	Conditions of Contract		
	Section V	Contract Data		
	Section VI	Service Recipient's Requirements		
	Section VII	Activity Schedule		
	Section VIII	Forms of Securities		

ITB 6.1	For Clarification of bid purposes only, the Service Recipient's address is:		
	Attention : Chief Procurement Officer		
	Address: No 140, Sir Chittampalam A Gardiner Mawatha, Colombo 02.		
	Telephone: 011 2347694		
	Facsimile number: 0112347694 /0112441553		
	Electronic mail address: cpd@slaf.gov.lk		
ITB 8.1	i). Two envelop method is not Applicable.		
	ii). The Bidder is required to submit the bid with both Original and Duplicate.		
	iii). The inner and outer envelops shall bear the following identification marks		
	Heading: "ANNUAL CONTRACT (RATE APPROVAL) TO OBTAIN		
	FUMIGATION SERVICE FOR WOODEN BOXES AND CONTAINERS USED		
	TO EXPORT CARGO AT SRI LANKA AIR FORCE YEAR 2024"		
	Tender reference: AHQ/23/PUB/MIS/1004		
	Opening Date : 19 October 2023		
ITB 8.4	(a) The address for submission of Bids is:		
	To; Chief Procurement Officer		
	Address; No.140, Sir Chittampalam A Gardiner Mawatha, Colombo 02.		
	Telephone ; 0112325468		
	(b) The name and identification number of the Contract is "ANNUAL CONTRACT		
	(RATE APPROVAL) TO OBTAIN FUMIGATION SERVICE FOR WOODEN		
	BOXES AND CONTAINERS USED TO EXPORT CARGO AT SRI LANKA AIR		
	FORCE YEAR 2024" – AHQ/23/PUB/MIS/1004.		
ITB 9.1	As per Section VI and Section VII (activity schedule).		
ITB 9.2	As per Section VI, Section VII (activity schedule) and Section VIII.		
ITB 9.3	As per Section VII (activity schedule).		
ITB 10.1	Shall be quoted as per Section VII (activity schedule) Minimum 45 days of credit period		
ITB 11.1	The Bid shall valid until <u>31st December 2024.</u>		

ITB 12.1	a. Bid security shall be in the format of Bank Guarantee.		shall be in the format of Bank Guarantee.	
	b.	b. Bid security shall be issued by any of the Commercial Banks approved by the		
	Centr	al Bank of Sri	Lanka.	
	c.	Bid security s	shall be in accordance with the format given in section VIII.	
	d.	The Amount	of the Bid security shall be Rs. 150,000.00 (Rupees One Hundred	
	Fifty '	Thousand On	y) and shall be in Sri Lanka Rupees.	
	e.	The validity	period of the Bid Security Shall be until <u>31 July 2024</u> . (from the date	
	of ope	opening of the bids)		
	f.	The beneficiary of the bid security shall be address to the Commander of the Sri		
	Lanka	<u>a Air Force</u>		
ITB 14.1	(a)	The address f	or submission of Bids is:	
		To;	Chief Procurement Officer	
		,	No.140, Sri Chittampalam A Gardiner Mawatha, Colombo 02.	
		Telephone;	011 2347694	
	(b)		d identification number of the Contract is "ANNUAL CONTRACT	
	(RATE APPROVAL) TO OBTAIN FUMIGATION SERVICE FOR WOODEN			
	BOXES AND CONTAINERS USED TO EXPORT CARGO AT SRI LANKA AIR FORCE YEAR 2024" – AHQ/23/PUB/MIS/1004.			
			-	
	(c) in the	Bid will be invitation for b	opened immediately after the closing of bids at the time and date given ids	
	in the		105.	

ITB 15.1	a. The deadline for the submission of Bids:		
110 15.1	a. The deadline for the submission of Bids. Date:		
	Date:		
	b. A BIDDER may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 14, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 13.2, (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 13 and 14 (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 Recipient prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 15.		
	c. Bids requested to be withdrawn shall be returned to the BIDDERs only upon notification of contract award to the successful BIDDER in accordance with sub clause 25.1.		
	d. 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.		
ITB 16.1	Not applicable.		
ITB 17.1	The bid opening shall take place at :		
	Address: No 140, Sir Chittampalam A Gardiner Mawatha, Colombo 02.		
	Date: 19 October 2023		
	Time: 1030hrs		
	Not applicable		
ITB 19.1	Will determine whether the bidders are qualified and whether the work plan and methodology of the bidder substantially responded to the requirement and work scope. In order to reach such determination SLAF will examine the information supplied by the bidder as per clause 2 of ITB and responsiveness to the section VI of the biding document		
ITB 20.2	Not Applicable		

ITB 20.3	Not Applicable
ITB 20.4	Not Applicable
ITB 21.1	Not Applicable
ITB 21.2	Not Applicable
ITB 21.3	Not Applicable
ITB 21.4	Not Applicable
ITB 21.5	Alternative bids/offers are not accepted.
ITB 23.1	Contract will be awarded to the substantially responded lowest bidder subjected to Clause 2 &19 of ITB
ITB 26.1	The successful bidder shall be submitted a <u>Performance Security</u> in the format of Bank guarantee issued by any of the <u>Commercial Banks in Sri Lanka</u> within seven (14) days in accordance with the format and amount state in the Letter of Award.
ITB 27.1	Not applicable

SECTION III – FORMS OF BID, QUALIFICATION INFORMATION, LETTER OF ACCEPTANCE, AND CONTRACT

Form of Bid

[date]

To: Commander of the Air Force

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity required by the bidding documents and specified in the Bidding Data.

Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

Address: _____

Qualification Information

Schedule A – Experience in Requirement of Annual Contract Fumigation of Wooden Boxes and Containers Used To Export Cargo - Year 2024 during last Five years.

(Enclosed in envelope marked, "Qualification and Experience Information")

Period (Year)	Employer	Description of Work	Contract Amount	Completed (%) of Contractor's Responsibility

Schedule B – Work Plan and Methodology [If requested under Instructions to Bidders (ITB) clause 20.3 only] (enclosed in envelope marked, "Qualification and Experience Information")

Sheet 1 of

Should respond to all the requirements given in the Service Recipient's Requirements in Section VI

Schedule C – Key Staff [If requested under ITB clause 20.3 only] (enclosed in envelope marked, "Qualification and Experience Information")		
Name	Position	Task

Schedule E – Client's Reference

[If requested under ITB clause 20.3 only] (enclosed in envelope marked, "Qualification and Experience Information")

ATTACH THE CERTIFICATES GIVEN BY THE CLIENT'S, MAKING REFERENCES ON THE SERVICES EXECUTED BY BIDDER

Schedule F – Annual Turn-over Information (for last five years) (enclosed in envelope marked, " Preliminary Information")		
Year	Turn-over	Remarks
1		
2		Attach audited reports
3		(for last five years)
4		
5		

LETTER OF ACCEPTANCE [Letterhead paper of the Employer (Service Recipient)]

[Date]

To: [name and address of the Service provider]

This is to notify you that your Bid dated [date]/23 for providing services for the ANNUAL CONTRACT (RATE APPROVAL) TO OBTAIN FUMIGATION SERVICE FOR WOODEN BOXES AND CONTAINERS USED TO EXPORT CARGO AT SRI LANKA AIR FORCE YEAR 2024 – AHQ/23/PUB/MIS/1004. for the Contract Price of [amount in numbers and words]....., as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the "Employer") and, on the other hand, [name of Service Provider] (hereinafter called the "Service Provider").

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the Conditions of Contract and Contract Data attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Employer that they have the required skills, and personnel and resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The Conditions of Contract;
 - (b) The Contract Data;
 - (c) The Form of Bid
 - (d) The Priced Activity Schedule
 - (e) The Employer's Requirements
 - (f) The following Appendices: [Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]
 Appendix A: Description of the Services
 Appendix B: Schedule of Payments
 Appendix C: Key Personnel
 Appendix D: Breakdown of Contract Price
 Appendix E: Services and Facilities Provided by the Employer
- 2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

[Authorized Representative] For and on behalf of [name of Service Provider]

[Authorized Representative]

SECTION IV – CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings :

(a) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;

(b) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Service Recipient

(c) "Contract" means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "Service Recipient" means the party who employs the Service Provider

(f) "Party" means the Service Recipient or the Service Provider, as the case may be, and "Parties" means both of them;

(g) "Personnel" means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;

(h) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Service Recipient;

(i) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Service Recipient

(j) "Service Recipient's Requirements" means the Service Recipient's Requirements of the service included in the bidding document submitted by the Service Provider to the Service Recipient

(k) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Service Recipient's Requirements and Schedule of Activities included in the Service Provider's Bid.

_	Applicable	The Contract shall be interpreted in accordance with the laws of the
Law		Democratic Socialist Republic of Sri Lanka

- **1.3 Language** This Contract has been executed in English Language
- **1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address specified in the Contract Data.
- **1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the Service Recipient's Requirements and, where the location of a particular task is not so specified, at such locations, as the Service Recipient may approve.
- **1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Service Recipient or the Service Provider may be taken or executed by the officials specified in the Contract Data.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- **2.1 Effectiveness** This Contract shall come into effect on the date the Contract is signed by either parties or such other later date as may be stated in the Contract Data.
- **2.2 Starting Date** The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date as may be specified in the Contract Data.
- 2.3 Intended Completion Date Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the Contract Data. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities. (Intentionally Kept Blank)

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

	The failure of a Party to fulfil any of its obligations under the contract
2.5.2 No Breach	shall not be considered to be a breach of, or default under, this Contract
Of Contract	insofar as such inability arises from an event of Force Majeure, provided
	that the Party affected by such an event (a) has taken all reasonable
	precautions, due care and reasonable alternative measures in order to carry
	out the terms and conditions of this Contract, and (b) has informed the
	other Party as soon as possible about the occurrence of such an event.

- **2.5.3 Extension** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- **2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

- **2.6.1 By the Service Recipient** The Service Recipient may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (f):
 - (a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Service Recipient may have subsequently approved in writing;
 - (b) if the Service Provider become insolvent or bankrupt;
 - (c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - (d) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;
 - (e) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of 1 i quidated damages can be paid in accordance with Sub-Clause 3.8.1 and the Contract Data.;
 - (f) if the Service Recipient, in its sole discretion, decides to terminate this Contract.

2.6.2 By the Service Provider	The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Service Recipient, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:
	(a) if the Service Recipient fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-two (42) days after receiving written notice from the Service Provider that such payment is overdue; or
	(b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than fifty six (56) days.
2.6.3 Payment Upon Termination	Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Service Recipient shall make the following payments to the Service Provider:
 2.6.3 Payment Upon Termination (56) days. Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Service Recipient shall make the following payments to the Service Provider: (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination; (b) except in the case of termination pursuant to paragraphs (a), (b), (d), 	
	(b) except in the case of termination pursuant to paragraphs (a), (b), (d),(e) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract
	3. Obligations of the Service Provider
3.1 General	The Service Providers shall perform the Services in accordance with the Service Recipient's Requirements and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate

3.3 Confidentiality The Service Providers, their Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Service Recipient's business or operations without the prior written consent of the Service Recipient

Subcontractors or third parties. (Intentionally Kept Blank)

advanced technology and safe methods. The Service Providers shall always act, in respect of any mater relating to this Contract or to the Services, as faithful advisers to the Service Recipient, and shall at all times support and safeguard the Service Recipient's legitimate interests in any dealings with

3.5 Service Providers' Actions Requiring Service	The Service Providers shall obtain the Service Recipient's prior approval in writing before taking any of the following actions:			
Recipient's Prior Approval	(a) entering into a subcontract for the performance of any part of the Services,			
	(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),			
	(c) changing the Program of activities; and			
	(d) any other action that may be specified in the Contract Data			
3.6 Reporting Obligations	The Service Providers shall submit to the Service Recipient the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.			
3.7 Documents Prepared by the Service Providers to Be the Property of the Service Recipient	All plans, drawings, Service Recipient's Requirements, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Service Recipient, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Service Recipient, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract Data.			
3.8 Liquidated Damages				
3.8.1 Payments of Liquidated Damages	The Service Provider shall pay liquidated damages to the Service Recipient at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Service Recipient may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.			
3.8.2 Correction for Over-payment	If the Intended Completion Date is extended after liquidated damages have been paid, the Service Recipient shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the over-payment, calculated from the date of payment to the date of repayment, at the rates specified in Clause 6.5			
3.9 Performance Security	The Service Provider shall provide the Performance Security to the Service Recipient no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Service Recipient. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract. Further details as stated in the Contract Data			

4. Service Provider's Personnel

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Service Recipient

4.2 Removal

 (a) Except as the Service Recipient may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Service Recipient finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Service Recipient's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Service Recipient.

(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Service Recipient

- **5.1 Assistance** and Exemptions The Service Recipient shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the Contract Data
- **5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be
- **5.3 Services and**The Service Recipient shall make available to the Service Provider the**Facilities**Services and Facilities listed under Appendix D

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services

	described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.5.4 and 6.3
6.2 Contract Price	The Contract Price is set forth in the Contract Data.
6.3 Payment for Additional Services, and Performance Incentive Compensation	For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.5.4, a breakdown of the lump- sum price is provided in Appendices D.
6.4 Terms and Conditions of Payment	Payments will be made to the Service Provider and according to the payment schedule stated in the Contract Data. Unless otherwise stated in, the Contract Data, first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the Contract Data. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Service Recipient specifying the amount due.
6.5 Interest on Delayed Payments	If the Service Recipient has delayed payments beyond fifteen (15) days after the due date stated in the Contract Data, interest shall be paid to the Service Provider for each day of delay at the rate stated in the Contract Data
	7. Quality Control
7.1 Identifying Defects	The Service Recipient shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities
7.2 Correction of Defects, and Lack of Performance Penalty	(a) The Service Recipient shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
Tenanty	(b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Service Recipient's notice. Details as stated in Contract Data.
	(c) If the Service Provider has not corrected a Defect within the time specified in the Service Recipient's notice, the Service Recipient will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.8

8. Settlement of Disputes

8.1 Amicable The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute
 8.2.1 Any dispute arises between the Service Recipient and the Service
 Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, which was not settled amicably in as with clause 8.1 above, shall be finally settled by arbitration in accordance with Arbitration Act No 11 of 1995

8.2.2 The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under sub clause 8.2.3

8.2.3 The Party desiring arbitration shall nominate three arbitrators out of which one to be selected by the other Party within 21 Days of the receipt of such nomination. If the other Party does not select one to serve as Arbitrator within the stipulated period, then the Arbitrator shall be appointed in accordance with Arbitration Act No 11 of 1995, or any other amendments thereof.

Clauses in	brackets are optional; all notes should be deleted in final text.
Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(e)	The contract name is [name of Contract].
1.1(h)	The Employer is [insert name]
1.1(m)	The Member in Charge is [name of Member Leader of the Joint Venture].
1.1(p)	The Service Provider is [insert name]
1.4	The addresses are:
	Employer:
	Service Provider: Attention: Telex: Facsimile:
1.6	The Authorized Representatives are: For the Employer:
	For the Service Provider:
2.1	The date on which this Contract shall come into effect is [date].
	[Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as approval of the Contract by the Bank, effectiveness of Bank Loan/IDA Credit, receipt by Service Provider of advance payment and by Employer of bank guarantee (see Clause 6.4), etc.]
2.2.1	The Starting Date for the commencement of Services is [date].]
2.3	The Intended Completion Date is [date].
3.5(d)	[Note: Delete where not applicable].
	The other actions are]
3.8	The liquidated damages rate is [insert percentage of Contract price. Usually liquidated

SECTION V. CONTRACT DATA

Damages are set between 0.05 percent and 0.10 percent per day] per day

The maximum amount of liquidated damages for the whole contract is [insert percentage of Contract price. Usually the total amount is not to exceed between 5 percent to 10 percent of the Contract Price] percent of the final Contract Price.

The percentage [of the cost of having a Defect corrected] to be used for the calculation of Lack of performance Penalty/(ies) is [insert percentage]

The Defects Liability Period is [insert definition of /end date].

- 5.1 [Note: List here any assistance or exemptions that the Employer may provide under Clause 5.1. If there is no such assistance or exemptions, state "notapplicable]."
- 6.2(a) The amount is [insert amount].
- 6.4 Payments shall be made according to the following schedule:

[Note: (a) the following installments are indicative only; (b) "commencement date" may be replaced with "date of effectiveness;" and (c) if applicable, detail further the nature of the report evidencing performance, as may be required].

- Advance for Mobilization, Materials and Supplies: percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators:
- _____(indicate milestone and/or percentage)______
 ______(indicate milestone and/or percentage)______
- _____(indicate milestone and/or percentage)
 _____(indicate milestone and/or percentage)

Should the certification not be provided, or refused in writing by the employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.

- The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%.
- The bank guarantee shall be released when the total payments reach fifty (75%) percent of the lump-sum amount.

[Note: This sample clause should be specifically drafted for each contract].

65 Payment shall be made within [28] days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within [56] days in the case of the final payment. The interest rate is [rate].

APPENDICES

Appendix A — **Description of the Services**

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.

Appendix B — Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix C — Key Personnel

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel to be assigned to, and staff-months for each.

Appendix D — Services and Facilities Provided by the Employer

SECTION VI – SERVICE RECIPIENT'S REQUIREMENTS

1. <u>SPECIFICATION OF ANNUAL CONTRACT (RATE APPROVAL) FOR</u> <u>FUMIGATION OF WOODEN BOXES AND CONTAINERS USED TO EXPORT CARGO-</u> <u>YEAR 2024</u>

S /	Type of Cargo	Countries	Standard	Description
No				-
01	Air Freight Cargo	All Countries	ISPM -15	International Standards for
	(CBM)			Phytosanitary Mesures
02	Air Freight Cargo	Australia/	AFAS	Australian Fumigation
	(CBM)	New Zealand		Accreditation Scheme
03	Sea Freight Cargo			
	20 Ft (FCL)			International Standards for
04	Sea Freight Cargo	All Countries	ISPM-15	Phytosanitary Mesures
	40 Ft (FCL)			
05	Sea Freight Cargo			
	LCL (CBM)			
06	Sea Freight Cargo			
	20 Ft (FCL)			Australian Fumigation
07	Sea Freight Cargo	Australia/	AFAS	Accreditation Scheme
	40 Ft (FCL)	New Zealand		
08	Sea Freight Cargo			
	LCL (CBM)			

a. Details of fumigation standard are as follows,

ISPM - International Standards for Phytosanitary Mesures AFAS- Australian Fumigation Accreditation Scheme

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 of including with the Sri Lanka Air Force (SLAF) reference number/ items details.

d. Fumigation agent should be methyl bromide by heat treatment or appropriate equivalent method.

e. Minimum wood care temperature 56° C for minimum 30 minutes for heat treatment fumigation.

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 standard.

2. **<u>REQUIRED FUMIGATION TYPE</u>**

Basis for fumigation -

- a. LCL Cargo Volume Basis (Per CBM).
- b. FCL Cargo (20'/40') per container).
- c. Air Cargo Volume Basis (Per CBM).

3. <u>CONDITION</u>

a. Countries to be dispatched – All countries.

- b. Capability of fumigation within 06 hours after informing the requirement.
- c. Rate to be quoted Cubic meter (CBM), FCL 20Ft and 40Ft.

d. Fumigation to be performed for the FCL (20Ft and 40Ft) at SLAF Base Katunayake / Sea cargo verification terminal and LCL cargo at SLAF Base Katunayake within 06 hours after informing the requirement.

e. A fumigation chamber should be provided at SLAF Base Katunayake.

f. Contract period is One (01) year from the date of signing of the Agreement /Contract.

g. Price should be quoted in Sri Lankan rupees. Contract approved rates to be 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 are to be ECO friendly.

j. The prospective bidders shall possess and submit the following with the bids absence of such bid will be rejected.

- (1) Business Registration Certificate.
- (2) VAT Registration.
- (3) Registration of ROP License.

SECTION VII – ACTIVITY SCHEDULE

S/No	Epas No		Description	D of Qty	Qty	Period of Validity of Prices 01 st January 2024 To 31 st December 2024.			
						Unit Price (Rs.)	VAT (Rs) (%)	Unit Price with VAT(Rs)	
1	Q2021		Fumigation service for Sea Freight cargo 20Ft (FCL) for all destinations (per shipment) - ISPM 15 standard	Ea	1.00				
2	Q2021		Fumigation service for Sea Freight cargo 40Ft (FCL) for all destinations (per shipment) - ISPM 15 standard	Ea	1.00				
3	Q2021		Fumigation service for Sea Freight cargo 20Ft (FCL) for Australia/ New Zealand (per shipment) - AFAS standard	Ea	1.00				
4	Q2021		Fumigation service for Sea Freight cargo 40Ft (FCL) for Australia/ New Zealand(per shipment) - AFAS standard	Ea	1.00				
5	Q2021		Fumigation service for Sea Freight cargo (LCL) for all destinations- Rate (CBM) ≤ 05 (per shipment) - ISPM 15 standard	Ea	1.00				
6	Q2021	000000723	Fumigation service for Sea Freight cargo (LCL) for all destinations- $05 < \text{Rate}$ (CBM) ≤ 10 (per shipment) -ISPM 15 standard	Ea	1.00				
7	Q2021	000000724	Fumigation service for Sea Freight cargo (LCL) for all destinations- $10 < \text{Rate}$ (CBM) ≤ 15 (per shipment) - ISPM 15 standard	Ea	1.00				
8	Q2021	000000725	Fumigation service for Sea Freight cargo(LCL) for Australia/ New Zealand- Rate(CBM) ≤ 05 (per shipment) - AFAS standard	Ea	1.00				
9	Q2021	000000726	Fumigation service for Sea Freight cargo(LCL) for Australia/ New Zealand- Rate 05 < Rate (CBM) ≤ 10 (per shipment) - AFAS standard	Ea	1.00				
10	Q2021	000000727	Fumigation service for Sea Freight cargo(LCL) for Australia/ New Zealand- $10 < \text{Rate} (\text{CBM}) \le 15$ (per shipment) AFAS standard	Ea	1.00				

11	0202100000728	Fumigation service for Air Freight cargo for all destinations- Rate (CBM) \leq 05 (per shipment) ISPM 15 standard	Ea	1.00		
12	Q2021000000729	Fumigation service for Air Freight cargo for all destinations- $05 <$ Rate (CBM) ≤ 10 (per shipment) ISPM 15 standard	Ea	1.00		
13	Q2021000000730	Fumigation service for Air Freight cargo for all destinations- $10 <$ Rate (CBM) ≤ 15 (per shipment) ISPM 15 standard	Ea	1.00		
14	Q2021000000731	Fumigation service for Air Freight cargo for Australia/ New Zealand- Rate (CBM) ≤ 05 (per shipment) AFAS standard	Ea	1.00		
15	Q2021000000732	Fumigation service for Air Freight cargo for Australia/ New Zealand- $05 < \text{Rate} (\text{CBM}) \le 10$ (per shipment) AFAS standard	Ea	1.00		
16	Q2021000000734	Fumigation service for Air Freight cargo for Australia/ New Zealand- $10 < \text{Rate (CBM)} \le 15$ (per shipment) AFAS standard	Ea	1.00		

- * 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 2024	YES / N	NO
VALIDITY OF BID BOND till 31 st July 2024	YES / N	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

SECTION VIII – SECURITY FORMS

Bid Security (Bank Guarantee)

Whereas, *[name of Bidder]* (hereinafter called "the Bidder") has submitted his Bid dated *[date]* for providing Services for *[name of Contract]* (hereinafter called "the Bid").

Know all people by these presents that We [name of Agency] having our registered office at [address] (hereinafter called "the Bank") are bound unto name of Employer] (hereinafter called "the Employer") in the sum of [The Bidder should insert the amount of the Guarantee in words and figures] for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this [day] day of [month, [year].

The conditions of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 22,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer's having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date [*Usually 28 days after the end of the validity period of the Bid.*] days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date	Signature of the Bank	
Witness	Seal	

Performance Bank Guarantee (Unconditional)

To: [name and address of Employer]

Whereas [name and address of Service Provider] (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. [number] dated [date] to execute [name of Contract and brief description of Services] (hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of [amount of Guarantee] [amount in words], such sum being payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor

Name of Bank

INVITATION FOR BIDS



PROCUREMENT OF GOODS AND SERVICES FOR THE SRI LANKA AIR FORCE

1. The Chairman, Department Procurement Committee of the Sri Lanka Air Force (SLAF) invites sealed Bids from eligible and qualified bidders to purchase under mentioned Goods and Services to the Sri Lanka Air Force.

S/ No.	Procurement Identification Number	Description	Date and time of Bid closing / opening	Last Date of Issuing of Bidding Documents	Date and time of Bid Closing / Opening	Non Refundabl Fee (Rs.)			
01.	AHQ/23/PUB/MED/1001	Annual contract to obtain Insecticides for SLAF Hospitals and Medical Centers for the year 2024	03 October 2023 at 0930 Hrs	16 October 2023	17 October 2023 at 1030 Hrs	3,500.00			
12.	AHQ/23/PUB/MED/1003	Annual contract to purchase surgical items required for Orthopedic	03 October 2023	16 October 2023	17 October 2023	2,000.00			
03.	AHQ/23/PUB/MED/1004	Surgeries-year 2024 Annual contract to perform CT and Coronary Angiogram for SLAF Hospitals and Medical centers for the year 2024	at 1015 Hrs 03 October 2023	16 October 2023	at 1030 Hrs 17 October 2023	2,000.00			
_	AHQ/23/PUB/MED/1005	Hospitals and Medical centers for the year 2024 Annual contract to obtain medical items for SLAF Hospitals and Medical Centers for the year 2024	at 1100 Hrs 03 October 2023	16 October 2023	at 1030 Hrs 17 October 2023	3,500.00			
14.	AHQ/23/PUB/MED/1002	Medical Centers for the year 2024 Annual contract for biring of medical instruments required to	at 1145 Hrs		at 1030 Hrs	<u> </u>			
05. 06.	AHQ/23/PUB/MED/1002	mecucal centrast for hiring of medical instruments required to perform orthopedic surgeries at SLAF Hospital Colombo for year 2024	04 October 2023 at 0930 Hrs 04 October 2023	17 October 2023	18 October 2023 at 1030 Hrs 18 October 2023	6,000.00			
		Annual contract for purchase laboratory items through SLAF Hospitals and Medical Centers for year 2024 Annual contract to purchase of floor carpets (Loop Pile/ Cut Pile) &	at 1015 Hrs	17 October 2023	at 1030 Hrs 18 October 2023	3,500.00			
)7.)8.	AHQ/23/PUB/BRK/1001 AHQ/23/PUB/BRK/1002	Accessories for year 2024 Annual contract to purchase of curtain material and accessories for	04 October 2023 at 1100 Hrs 04 October 2023	17 October 2023	at 1030 Hrs 18 October 2023	6,000.00			
	AHQ/23/PUB/MED/1006	year 2024 Annual contract to obtain Spectacle Lenses for year 2024	at 1145 Hrs 05 October 2023		at 1030 Hrs 19 October 2023	2,000,0			
99.	AHQ/23/PUB/MED/1006 AHQ/23/PUB/MI5/1002		at 0930 Hrs	18 October 2023	at 1030 Hrs	2,000.01			
0.		Colombo and SLAF Hospital Divatalawa for year 2024	05 October 2023 at 1015 Hrs	18 October 2023	19 October 2023 at 1030 Hrs	6,000.00			
1.	AHQ/23/PUB/MIS/1003	Annual Contract for the Washing and Dry Cleaning of Uniform and Barrack Linen at SLAF Academy/Bases and Stations for year 2024	05 October 2023 at 1100 Hrs	18 October 2023	19 October 2023 at 1030 Hrs	2,000.0			
2.	AHQ/23/PUB/MIS/1004	Appual Contract to obtain Eumination of Wooden Boxes and	05 October 2023 at 1145 Hrs	18 October 2023	19 October 2023 at 1030 Hrs	2,000.00			
з.	AHQ/23/PUB/MED/1008	Containers used to Export Cargo for the year 2024 Annual Contract to obtain Medical investigations facility to SLAF from write reserves becamile for ware 2024	06 October 2023 at 0930 Hrs	19 October 2023	20 October 2023	6000.00			
14.	AHQ/23/PUB/D/1002	from private sector hospitals for year 2024 Annual contract to purchase of Floor Polish and Floor Wax for year 2024	06 October 2023	19 October 2023	at 1030 Hrs 20 October 2023	6,000.00			
14.	AHQ/23/PUB/E/1002	2024 Annual contract to purchase of gases and empty gas cylinders for year 2024 (Industrial Medical and Baloon Gases)	at 1015 Hrs 06 October 2023	19 October 2023	at 1030 Hrs 20 October 2023	6.000.00			
15.	AHQ/23/PUB/MIS/1006	year 2024 (Industrial Medical and Baloon Gases) Annual contract to purchase of Horse Food for year 2024	at 1100 Hrs 06 October 2023		at 1030 Hrs				
	AHQ/23/PUB/MIS/1005	Annual contract to purchase of Pog Food for year 2024 Annual contract to purchase of Dog Food for year 2024	at 1145 Hrs 09 October 2023	19 October 2023	20 October 2023 at 1030 Hrs	2,000.00			
7.	-		at 0930 Hrs	20 October 2023	23 October 2023 at 1030 Hrs	6,000.00			
8.	AHQ/23/PUB/E/1001	Annual contract for the supply of Vehicles Batteries to the SLAF for year 2024	09 October 2023 at 1015 Hrs	20 October 2023	23 October 2023 at 1030 Hrs	6,000.0			
9.	AHQ/23/PUB/D/1001	Annual contract to purchase of Oils and Lubricants for year 2024	09 October 2023 at 1100 Hrs	20 October 2023	23 October 2023 at 1030 Hrs	6,000.00			
20.	AHQ/23/PUB/ST/1001	Annual contract for the supply of printing materials to the SLAF Printing Section for year 2024	09 October 2023	20 October 2023	23 October 2023	2,000.00			
21.	AHQ/23/PUB/MT/1001	Annual contract for the supply of Vehicles Tyres, Tubes and Tyre Collars to the SLAF for year 2024	at 1145 Hrs 10 October 2023	23 October 2023	at 1030 Hrs 24 October 2023	6,000.00			
12.	AHQ/23/PUB/MT/1005	Collars to the SLAF for year 2024 Annual contract for engine overhaul of SLAF MT Vehicles at MTR&OW	at 0930 Hrs 10 October 2023	23 October 2023	at 1030 Hrs 24 October 2023	3,500.0			
_	AHO/23/PUB/B&CE/1006	SLAF Base Katunavake for year 2024	at 1015 Hrs 10 October 2023		at 1030 Hrs 24 October 2023	-			
з.	AHO/23/PUB/ST/1002	Annual contract for the supply of General Hardware items (Chemical and Water Proofing) to the SLAF for year 2024	at 1100 Hrs	23 October 2023	at 1030 Hrs	2,000.0			
14.		Annual contract for the supply of Stationery items to the SLAF for year 2024	10 October 2023 at 1145 Hrs	23 October 2023	24 October 2023 at 1030 Hrs	2,000.0			
5.	AHQ/23/PUB/MT/1002	Annual rate approval for purchase of MT spares for Nissan Sunny (N-17) car at SLAF year 2024	11 October 2023 at 0930 Hrs	24 October 2023	25 October 2023 at 1030 Hrs	2,000.0			
6.	AHQ/23/PUB/MT/1003	Annual rate approval for purchase of MT spares for Nissan Sylphy Car at SLAF year 2024	11 October 2023 at 1015 Hrs	24 October 2023	25 October 2023 at 1030 Hrs	2,000.0			
7.	AHQ/23/PUB/B&CE/1009	Annual contract for the supply of General Hardware items (Timber) to the SLAF for year 2024	11 October 2023 at 1100 Hrs	24 October 2023	25 October 2023 at 1030 Hrs	3,500.00			
8.	AHQ/23/PUB/B&CE/1003	Annual contract for the supply of General Hardware items (Paints) to	12 October 2023 at 0930 Hrs	25 October 2023	26 October 2023	3,500.00			
9.	AHQ/23/PUB/B&CE/1005	the SLAF for year 2024 Annual contract for the supply of General Hardware Items (Road Tar) to the Sri Lanka Air Force for year 2024	12 October 2023	25 October 2023	at 1030 Hrs 26 October 2023	3 500.00			
10	AHQ/23/PUB/B&CE/1012	to the Sri Lanka Air Force for year 2024 Annual contract for the supply of General Hardware items (Rib Steel	at 1015 Hrs 12 October 2023	25 October 2023	at 1030 Hrs 26 October 2023	3,500.0			
90. 81	AHQ/23/PUB/D/1003	Annual contract for the supply of General Hardware items (Rib Steel and Mild steel rod) to the SLAF for year 2024 Annual contract to purchase of Geaning materials for year 2024	at 1100 Hrs 12 October 2023		at 1030 Hrs				
	AHQ/23/PUB/MT/1004	Annual rate approval for our bare of MT Soame for Manuti Suruki Swi	at 1145 Hrs 13 October 2023	25 October 2023	26 October 2023 at 1030 Hrs 27 October 2023	6,000.0			
2.	AHQ/23/PUB/MI/1004	Annual rate approval for purchase of MT Spares for Maruti Suzuki Sx4 cars at SLAF year 2024	at 0930 Hrs	26 October 2023	at 1030 Hrs	3,500.0			
з.		cars at SLAF year 2024 Annual contract for the supply of Building material for SLAF Academy / Bases and Stations for the Year 2024	13 October 2023 at 1015 Hrs	26 October 2023	27 October 2023 at 1030 Hrs	3,500.0			
14.	AHQ/23/PUB/B&CE/1010	Annual contract for the supply of General Hardware items (GI Sheet, Aluminum Sheet and Colour Bonded Sheet) to the SLAF for year 2024	13 October 2023 at 1100 Hrs	26 October 2023	27 October 2023 at 1030 Hrs	3,500.0			
35.	AHQ/23/PUB/B&CE/1011	Annual contract for the supply of General Hardware items (Wire Nail, Screw Nails,"L" Hooks and "J" Hooks, POP Rivets) to the SLAF for year 2024	13 October 2023 at 1145 Hrs	26 October 2023	27 October 2023 at 1030 Hrs	2,000.00			
36.	AHQ/23/PUB/B&CE/1001	Annual Contract for the Supply of General Hardware Items (Angle / Flat, C Channel, Box Iron and Mild Steel Plate) to the SLAF for year 2024	16 October 2023 at 0930 Hrs	27 October 2023	30 October 2023 at 1030 Hrs	3,500.00			
37.	AHQ/23/PUB/B&CE/1004	Annual contract for the supply of General Hardware items (PVC Pipes, PVC fittings and Plumbing Items) to the SLAF for year 2024	16 October 2023	27 October 2023	30 October 2023	3,500.00			
8.	AHQ/23/PUB/B&CE/1007	Annual contract for the supply of General Hardware items (Sanitary	at 1015 Hrs 16 October 2023	27 October 2023	at 1030 Hrs 30 October 2023	3,500.00			
_	AHQ/23/PUB/B&CE/1008	Annual contract for the supply of General Hardware items (Sanitary Fittings) to the SLAF for year 2024 Annual contract for the supply of General Hardware items	at 1100 Hrs 16 October 2023		at 1030 Hrs 30 October 2023				
19.		Annual contract for the supply of General Hardware items (Miscellaneous) to the SLAF for year 2024	at 1145 Hrs	27 October 2023	at 1030 Hrs	3,500.00			
	Bids will be invited und	er National Competitive Bidding (NCB) method.							
	Sri Lanka Air Force or co 1400 Hrs) by forwardin of the Procurement D Non-refundable fee ind Chittampalam A Gard obtained from the shrc	ding Documents in English language could be inspected by juid inspect free of charge from 21 September 2023 until th g written requests to the address mentioned at Para 8 below Ivision, between 1000 Hrs to 1400 Hrs on every work icated against each procurement mentioned at para 1 above ner Mawatha, Colombo 02. The last date of issuing of the B ff at Sri Lanka Air Force for the payment of Non-refundable	he last date of issuir The Bidding Docu dng day with effe to the Shroff at S ridding Documents	ng of Bidding Doc ments can be pure ct from 21 Sept I Lanka Air Force is tabulated in par	uments (Between chased from the Te ember 2023 after Station Colombo, a 01 above. The or	0900 Hrs nder Secti r paying 1 No. 140, iginal rece			
	The sealed bids in dupl dispatched by register Chittampalam A Gardi	undable fee will be considered as an invalid bid. icate, shall be addressed to "The Chairman, Departmental ed post or deposited in the Tender Box at the Main Gua iner Mawatha, Colombo 02, well before the closing time. Ele re Tender Opening Room Sri Lanka Air Force Station Colom ids.	rd Room at Sri La ectronic bidding wil	Inot be permitted	tation Colombo, I. Late bids will not	No. 140, be accept			
	Bidders or their authori and letters of authoriza	zed representatives will be permitted to be present at the op tion from their employers. No bidder or his representative wi	pening of the bids, Il be permitted to a	upon presentation ttend the bid oper	n of their National I ning after the bid o	dentity C losing tirr			
	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. Bidders who have purchased Bidding Documents may participate for the pre-bid meetings scheduled to be held on specific dates tabulated in the schedule at para 01, at the Tender Opening Room, Sri Lanka Air Force Station Colombo, No. 140, Sir Chittampalam A Gardiner Mawatha ,								

7. The prospective bidders shall be aware that they shall include all their expenses with all taxes including VAT and other levies in the bids submitted.

 Interested eligible bidders may obtain further information from the Chief Procurement Officer (Tel. 011-2347694) or Staff Officer Procurement (Tenders) (Tel. 011-2441044 Extension 23569 Fax: 011- 2441553) or by forwarding written requests to the address mentioned below;

Procurement Division, Sri Lanka Air Force, No.140, Sir Chittampalam A Gardiner Mawatha, Colombo 02.

COMMANDER OF THE AIR FORCE

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