

SRI LANKA AIR FORCE

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA



BIDDING DOCUMENT

[National Competitive Bidding]

HIRING OF EXCAVATORS FOR DEVELOPMENT OF
HINGURAKGODA AIRPORT PROJECT
(STAGE I & II)

TENDER IDENTIFICATION NUMBER: AHQ/24/PUB/E/1002

Read and Understood (Bidder's Signature).....

INVITATION FOR BIDS

SRI LANKA AIR FORCE

PROCUREMENT OF GOODS AND SERVICES FOR DEVELOPMENT OF HINGURAKGODA AIRPORT PROJECT

1. The Chairman, Department Procurement Committee (DPC) of the Sri Lanka Air Force invites sealed Bids from eligible and qualified bidders to Purchase Goods and Hiring of heavy vehicles and machineries for Development of Hingurakgoda Airport Project.

S/No	Procurement Identification Number	Description	Date and Time for Pre Bid Meeting	Bid Security Value & Period	Last Date of Issuing of Bidding Documents	Non Refundable Fee (Rs.)	Date and time of Bid closing / opening
01	AHQ/24/PUB/E/1002	Hiring of Excavators for Development of Hingurakgoda Airport Project (STAGE I & II)	10 June 2024 at 1100 hrs	22 October 2024 Rs.290,000.00	24 June 2024	12,500.00	25 June 2024 at 1030 hrs

2. Bids will be invited under **National Competitive Bidding (NCB)** method.

3. The complete set of Bidding Documents in English language could be inspected by the interested bidders from the **www.airforce.lk**, the website of the Sri Lanka Air Force or could inspect free of charge from **03rd June 2024** until the last date of issuing of Bidding Documents (**Between 0900 hrs to 1500 hrs**) by forwarding written requests to the address mentioned at Para 9 below. The Bidding Documents can be purchased from the Tender Section of the Procurement Division, between **0900 hrs to 1500 hrs** on every working day with effect from **03rd June 2024** after paying the Non-refundable fee indicated against procurement mentioned at para 1 above, to the Shroff at **LL2 Floor, Sri Lanka Air Force Headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura**. The last date of issuing of the Bidding Documents is tabulated in para 01 above. The original receipt obtained from the shroff at Sri Lanka Air Force for the payment of Non-refundable fee is to be attached to the bid. A bid without the receipt for the payment of the Non-refundable fee will be considered as an invalid bid.

4. All Interested Bidders who have purchased bidding documents are allowed to visit the Runway Project site at Sri Lanka Air Force Base Hingurakgoda from **03rd June 2024** to **25th June 2024** between **0900 hrs to 1500 hrs on every working day**.

5. The sealed bids in **duplicate**, shall be addressed to **“The Chairman, Departmental Procurement Committee, Sri Lanka Air Force”** and may be either dispatched by registered post or deposited in the Tender Box at the **Main Guard Room (Western Gate) of Sri Lanka Air Force Headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura** well before the closing time. Electronic bidding will not be permitted. Late bids will not be accepted. Bids will be opened at the **Bid Opening Room, LL2 Floor, Sri Lanka Air Force Headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura**, soon after closing the bids.

Read and Understood (Bidder's Signature).....

6. 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 employees. No bidder or his representative will be permitted to attend the bid opening after the bid closing time.

7. Bidders who have purchased Bidding Documents may participate for the pre-bid meetings scheduled to be held on specific dates tabulated at para 01, at the **Bid Opening Room, LL2 Floor, Sri Lanka Air Force Headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura.**

8. All prospective bidders shall submit a bid security either by an irrevocable and unconditional Bid Bond en-cashable upon the first written demand for the value and the period mentioned in above para 1. Bid Security shall be advised through a REPUTED BANK IN SRI LANKA with a counter guarantee and it should be addressed to the “**Commander of the Air Force**”. A sample copy of a bid security guarantee appeared in the Government Procurement Guideline – 2006.

9. Interested eligible bidders may obtain further information from the **Chief Procurement Officer (Tel. 011-2347694) or Staff Officer Procurement (Tenders) (Tel. 011-2495495, 077- 2229073, 071 - 1874693 Extension 12915 Fax: 011- 2441553)** or by forwarding written requests to the address mentioned below;

HAD DIAS

Group Captain
Chief Procurement Officer
Sri Lanka Air Force Headquarters
P.O Box 594
Defence Headquarters Complex,
Sri Jayewardenapura
Kotte
Tel: 011 2347694
Fax: 011 2347694/2441554
Email: cpd@slaf.gov.lk

TP SAMADASA

Group Captain
Staff Officer Procurement (Tenders)
Sri Lanka Air Force Headquarters
P.O Box 594
Defence Headquarters Complex,
Sri Jayewardenapura
Kotte
Tel: 011 2441044 (Ex 12915)
Fax: 011 2441553
Email: acpot@slaf.gov.lk

HRL ABEYRATHNE

Squadron Leader
Assistant Staff Officer Procurement (Tenders)
Sri Lanka Air Force Headquarters
P.O Box 594
Defence Headquarters Complex,
Sri Jayewardenapura
Kotte
Tel: 011 2441044 (Ex 12916)
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 of the Bidder

2.1 All bidders shall provide in Section III, Forms of 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

3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be 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 Documents

B. Bidding Documents

5.1 The set of bidding documents comprise the documents listed below:

Volume 1

- Section I Instructions to Bidders
- Section IV Conditions of Contract
- Section VIII Forms of Securities

Volume 2

- Invitation for Bid
- Section II Bidding Data
- Section III Forms of bid and Qualification Information
- Section V Contract Data
- Section VI Employer’s Requirements
- Section VII Activity Schedule

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer’s address indicated in the invitation to bid.

Preparation of Bids

7. Language of Bid

7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English Language.

8. Documents Comprising the Bid

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. Bid Prices

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.

10. Currency of Bid and Payment

10.1 The lump sum price shall be quoted by the Bidder shall be in Sri Lanka Rupees, or as described in the Bidding Data

11. Bid Validity

11.1 Bids shall remain valid for the period specified in the Bidding Data.

11.2 In exceptional circumstances, the Employer may 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

Read and Understood (Bidder’s Signature).....

be discharged when the Bidder has signed the Agreement and furnished the required Performance Security (if required).

12.5 The Bid Security may be forfeited:

- (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).

13. Format and Signing of Bid

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

13.2 The original of the Bid shall be typed or written 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 initialed 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 initialed by the person or persons signing the Bid.

C. Submission of Bids

14. Sealing and Marking of Bids

14.1 The outer envelope prepared in accordance with sub-clause 8.4 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; and
- c. Provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.

14.2 In addition to the identification required in Sub-Clause 14.1, the envelopes shall indicate the name and

address of the Bidder to enable the Bid to be returned unopened if required.

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.

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. Evaluation of Qualification and Experience

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

20.1 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.

20.2 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 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 right 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.

D. 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. Employer’s Right to Accept any Bid and to Reject any or all Bids

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. Notification of Award and Signing of Agreement

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.

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 Security

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 and Security

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

30 May 2024

-Signed -
(HAD DIAS)
Group Captain
CHIEF PROCUREMENT OFFICER

SECTION II – BIDDING DATA

Instructions to Bidders (ITB) Clause Reference

(1.1)	<p>The Service Recipient is Sri Lanka Air Force on behalf of Democratic Socialist Republic of Sri Lanka.</p> <p><u>The name and identification number of the Contract is ‘HIRING OF EXCAVATORS FOR DEVELOPMENT OF HINGURAKGODA AIRPORT PROJECT (STAGE I & II) - AHQ/24/PUB/E/1002’</u></p>																
(1.2)	<p>The Service shall be provided as per the following hours from the date of signing the agreement, as per clause 2.2 of Contract Data in Section V</p> <p>a. Hiring of excavator 12 Ton – 1480 Hrs b. Hiring of excavator 20 Ton – 940 Hrs</p>																
(2.1)	<p>All bidders shall provide past performances and experiences in detail along with the bid. (Details of project completed, Utilized Assets Machinery/ Vehicles, No of Machinery/Vehicles in Fleet, etc. with the proof documents)</p>																
(2.2)	<p>The information required from bidders in Sub-Clause 2.2 is:</p> <p>(a) List of Services performed last 03 years; (b) Experience in Services of a similar nature 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; (c) Qualifications and experience of key staff proposed for the Contract (d) A copy of company / business registration certificate. (e) Self undertaking stating the ability to perform the contract without financial hindrance. (f) VAT Registration certificate or VAT exemption letter issued by the Inland Revenue department. (g) Details of the insurance coverage of passengers, drivers and vehicles.</p> <p>(To be submitted along with Qualification)</p>																
4.1	<p>Site Visit can be provided as per the bidder’s request</p>																
5.1	<p>Invitation for Bid</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Section I</td> <td>Instructions to Bidders</td> </tr> <tr> <td>Section II</td> <td>Bidding Data</td> </tr> <tr> <td>Section III</td> <td>Forms of bid and Qualification Information</td> </tr> <tr> <td>Section IV</td> <td>Conditions of Contract</td> </tr> <tr> <td>Section V</td> <td>Contract Data</td> </tr> <tr> <td>Section VI</td> <td>Service Recipient’s Requirements</td> </tr> <tr> <td>Section VII</td> <td>Activity Schedule</td> </tr> <tr> <td>Section VIII</td> <td>Forms of Securities</td> </tr> </table>	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
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6.1	<p>For <u>Clarification of bid purposes</u> only, the Service Recipient’s address is:</p>																

	<p>Attention : Chief Procurement Officer Address: Sri Lanka Air Force headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura, Kotte Telephone: 0112325468 Facsimile number: 0112347694 /0112441553 Electronic mail address: cpd@slaf.gov.lk</p>
(8.4)	<p>(a) The address for submission of Bids is:</p> <p>To; Chief Procurement Officer Address; Sri Lanka Air Force headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura, Kotte Telephone; 0112441044 (Ext. 11902)</p> <p>(b) The name and identification number of the Contract is ‘HIRING OF EXCAVATORS FOR DEVELOPMENT OF HINGURAKGODA AIRPORT PROJECT (STAGE I & II) - AHQ/24/PUB/E/1002’</p>
(10.1)	Shall be quoted as per section VII (activity schedule) Minimum 60 days of credit period is required.
(11.1)	The period of Bid validity shall be 91 Days with effective from the date of opening of the bids (till 24 September 2024).
(12.1)	<p>a. Bid security shall be in the format of Bank Guarantee.</p> <p>b. Bid security shall be issued by <u>any of the Commercial Banks approved by the Central Bank of Sri Lanka.</u></p> <p>c. Bid security shall be in accordance with the format given in section IV.</p> <p>d. The Amount of the Bid security shall be Rs. 290,000.00 (Rupees Two hundred ninety thousand only) and shall be in <u>Sri Lanka Rupees.</u></p> <p>e. The validity period of the Bid Security Shall be until 22 October 2024 (119 days from the date of opening of the bids)</p> <p>f. The beneficiary of the bid security shall be address to the <u>Commander of the Sri Lanka Air Force</u></p>
(14.2)	<p>(a) The address for submission of Bids is:</p> <p>To; Chief Procurement Officer Address; Sri Lanka Air Force Headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura, Kotte Telephone; 0112441044 (Ext. 11902)</p> <p>(b) The name and identification number of the Contract is ‘HIRING OF EXCAVATORS FOR DEVELOPMENT OF HINGURAKGODA AIRPORT PROJECT (STAGE I & II) - AHQ/24/PUB/E/1002’</p> <p>(c) Bid will be opened immediately after the closing of bids at the time and date given in the invitation for bids.</p>
(15.1)	<p>The deadline for the submission of Bids: Date: 25 June 2024 Time: 1030 hrs</p>

Read and Understood (Bidder's Signature).....

	<p>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:</p> <p>(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</p> <p>(b) Received by the Service Recipient prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 15.</p> <p>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.</p> <p>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.</p>
(17.1)	<p>a. The bid opening shall take place at :</p> <p>Bid Opening Room, LL2 Floor, Sri Lanka Air Force headquarters, P.O Box 594, Defence Headquarters Complex, Sri Jayewardenepura, Kotte</p> <p>Date: 25 June 2024 Time: 1030 hrs</p>
(20.3)	Not Applicable
(20.5)	Appointed audit team will carry out the comprehensive inspection on the condition of the vehicles.
(21.5)	Alternative bids/offers are not accepted.
(26.1)	The successful bidder shall be submitted a Performance Security in the format of Bank guarantee issued by any of the Commercial Banks in Sri Lanka within Fourteen (14) days in accordance with the format and amount state in the Letter of Award.
27.1	a. Advance Payments are Not applicable for this tender

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

Form of Bid

[date]

To: Commander of the Air Force

Having examined the bidding documents, we offer to provide the Services for **‘HIRING OF EXCAVATORS FOR DEVELOPMENT OF HINGURAKGODA AIRPORT PROJECT (STAGE I & II) - AHQ/24/PUB/E/1002’** in accordance with the Conditions of Contract, Employer’s (Service Recipient’s) Requirements, drawings and activity schedule accompanying this Bid for the Contract Price of [amount in numbers],[amount in words]..... or any other sum derived in accordance with the said documents.

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: _____
(With company seal)

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Read and Understood (Bidder’s Signature).....

Qualification Information

Schedule A –Experience in Hiring of Excavators for during last 03 years.				
Period (Year)	Employer	Description of Work	Contract Amount	Completed (%) of Contractor's Responsibility

Read and Understood (Bidder's Signature).....

Schedule B – Work Plan and Methodology

[If requested under Instructions to Bidders (ITB) clause 20.3 only]
(enclosed in envelope marked, “Envelope 1 – Qualification and Experience Information”)

Sheet 1 of

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

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]/...../24 for providing services for the **HIRING OF EXCAVATORS FOR DEVELOPMENT OF HINGURAKGODA AIRPORT PROJECT (STAGE I & II) - AHQ/24/PUB/E/1002** 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: _____

Read and Understood (Bidder's Signature).....

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.

- 1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the 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 of Contract** 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.
- 2.4** (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.
 - 2.5.2 No Breach of Contract** The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this 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 of Time** 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 liquidated 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:

- (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), (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 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 Subcontractors or third parties.

(Intentionally Kept Blank)

3.2

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

(Intentionally Kept Blank)

3.4

3.5 Service Providers’ Actions Requiring Service Recipient’s Prior Approval

The Service Providers shall obtain the Service Recipient’s prior approval in writing before taking any of the following actions:

- (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

All plans, drawings, Service Recipient’s Requirements, designs, reports, and other documents and software submitted by the Service Providers in

Service Providers to Be the Property of the Service Recipient 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 and/or Replacement of Personnel (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 Facilities The Service Recipient shall make available to the Service Provider the 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.

(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 Settlement 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 Settlement 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.

SECTION V. CONTRACT DATA

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	<p>The addresses are:</p> <p>Employer: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: _____</p> <p>For the Service Provider: _____</p>
2.1	<p>The date on which this Contract shall come into effect is [date].</p> <p>[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.]</p>
2.2.1	The Starting Date for the commencement of Services is [date].]
2.3	The Intended Completion Date is [date].
3.5(d)	<p>[Note: Delete where not applicable].</p> <p>The other actions are _____.]</p>
3.8	The liquidated damages rate is [insert percentage of Contract price. Usually liquidated

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 "not applicable]."

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)_____

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

TECHNICAL SPECIFICATIONS FOR HIRING OF EXCAVATOR 20 TON FOR DEVELOPMENT OF HINGURAKGODA AIRPORT PROJECT (STAGE I&II)

SPECIFICATIONS

Ser. No	Item Varity No	Item Description	D/Qty	Qty
1.	J117195014483	Hiring of Excavator 20Ton (Ea -02)	Hours	940

1. Excavator capacity- **20Ton. (Agreed / Not agreed)**
2. Hiring of Excavator on wet lease with skilled operator. Operator should possess a valid driving license. **(Agreed / Not agreed)**
3. Required quantity **Ea- 02. (Agreed / Not agreed)**
4. Supplier shall provide the machine as per the following table. Required Hours from each machine-

Heavy Machine type	Required Hours from each machine (Hours)
Hiring of Excavator 20Ton No.01	470
Hiring of Excavator 20Ton No.02	470
Total machine Hours	940

5. Excavator is to be required for Hingurakgoda Airport Development Project at Sri Lanka Air Force Base Hingurakgoda. **(Agreed / Not agreed)**
6. This machine will be deployed for the project as per the work scope of the project. The machine is not paid for idling hours. **(Agreed / Not agreed)**
7. As per the work scope of the project, the machine is to be deployed during night, weekend, and public holidays. **(Agreed / Not agreed)**
8. Replacement machine (Same type) to be provided within 24 hours when hired machine is in unserviceable condition. **(Agreed / Not agreed)**
9. All functions, facilities, & Options of the machine to be serviceable. **(Agreed / Not agreed)**
10. All relevant chargers should to be included in the unit price (including transport of the heavy machineries to the site and any other expenses incurred). No additional payments are allowed in addition to the initial quotation. **(Agreed / Not agreed)**

Other Condition:

Hiring Agent shall provide the vehicle on request.

SPECIFICATIONS

HIRING OF EXCAVATOR 12TON FOR DEVELOPMENT OF HINGURAKGODA AIRPORT PROJECT (STAGE I&II)

Ser. No	Item Variety No	Item Description	D/Qty	Qty
2.	J117195014482	Hiring of Excavator 12Ton (Ea -02)	Hours	1480

1. Excavator capacity- **12Ton. (Agreed / Not agreed)**
2. Hiring of Excavator on wet lease with skilled operator. Operator should possess a valid driving license. **(Agreed / Not agreed)**
3. Required quantity **Ea- 02. (Agreed / Not agreed)**
4. Supplier shall provide the machine as per the following table. Required Hours from each machine-

Heavy Machine type	Required Hours from each machine (Hours)
Hiring of Excavator 12 Ton No.01	740
Hiring of Excavator 12 Ton No.02	740
Total machine Hours	1480

5. Excavator is to be required for Hingurakgoda Airport Development Project at Sri Lanka Air Force Base Hingurakgoda. **(Agreed / Not agreed)**
6. This machine will be deployed for the project as per the work scope of the project. The machine is not paid for idling hours. **(Agreed / Not agreed)**
7. As per the work scope of the project, the machine is to be deployed during night, weekend, and public holidays. **(Agreed / Not agreed)**
8. Replacement machine (Same type) to be provided within 24 hours when hired machine is in unserviceable condition. **(Agreed / Not agreed)**
9. All functions, facilities, & Options of the machine to be serviceable. **(Agreed / Not agreed)**
10. All relevant chargers should to be included in the unit price (including transport of the heavy machineries to the site and any other expenses incurred). No additional payments are allowed in addition to the initial quotation. **(Agreed / Not agreed)**

Other Condition:

Hiring Agent shall provide the vehicle on request.

Special Conditions

Conditions:-

1. Driver, fuel, repairs, servicing and all maintenance to be supplied by the supplier.
2. 100% serviceable and Comfortable vehicles are to be provided.
3. Suppliers are to be agreed with SLAF payment terms.
4. To bear insurance coverage of passengers, drivers and vehicles.

SECTION VII – ACTIVITY SCHEDULE

PRICE PROPOSAL

S/NO	Description	No of Hours	Unit Price without VAT for 01 Hour (Rs)	VAT (Rs)	Total Price with VAT for 01 Hour (Rs)	Total Price with VAT for all Hours (Rs)
01	Hiring of Excavator 20Ton (Ea -02)	940				
02	Hiring of Excavator 12Ton (Ea -02)	1480				
Grand Total Value (Rs.)						

IMPORTANT

Please refer to **ITB 14** prior to indicate the prices. The total amount of each item shall be written in words in the space given against them.

- * 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.

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 24 September 2024	YES / NO	
VALIDITY OF BID BOND till 22 October 2024	YES / NO	
BID BOND NO		
DELIVERY PERIOD		
60 DAYS CREDIT PERIOD	Agreed / Not Agreed	
DISCOUNT OFFERED	YES / NO	

Contact details of the BIDDER

Name:

Address:.....

.....

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

Fax: **Email.**

Date

Signature of BIDDER

Affix Company Rubber Seal

SECTION VIII – FORMS OF SECURITIES (Bid Guarantee)

[Note: the PURCHASER 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 PURCHASER]*

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 BIDDER s (hereinafter “the ITB”); or
- (c) having been notified of the acceptance of its Bid by the PURCHASER 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)]

Performance Bank GuaranteePROCUREMENT GUIDELINE REFERENCE: **5.4.8 (cont)****ACCEPTABLE FORMAT FOR PERFORMANCE GUARANTEE**----- *[Issuing Agency's Name, and Address of Issuing Branch or Office]* -----
-----**Beneficiary:** ----- *[Name and Address of Employer]* -----**Date:** -----**PERFORMANCE GUARANTEE No.:** -----

We have been informed that ----- *[name of Contractor/Supplier]* (hereinafter called "the Contractor") has entered into Contract No. ----- *[reference number of the contract]* dated ----- with you, for the ----- *[insert "construction"/ "Supply"]* of ----- *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we ----- *[name of Agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- *[amount in figures]* (-----) *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the day of, 20.. *[insert date, 28 days beyond the scheduled contract completion date]* and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]