



**INVITATION FOR SUBMISSION OF BIDS FOR PROCUREMENT OF
07 TON DIESEL POWERED FORKLIFT
FOR USE WITHIN BANDARANAIKE INTERNATIONAL AIRPORT**

DATE OF ISSUE: 17 February 2020

REFERENCE NO: GSE/ICB-05/2019

**CHAIRMAN OF THE ENTERPRISE PROCUREMENT COMMITTEE,
MINISTRY OF TOURISM AND AVIATION**

ON BEHALF OF

**SRILANKAN AIRLINES
COMMERCIAL PROCUREMENT DEPARTMENT (GROUND SUPPORT EQUIPMENT)
AIRLINE CENTRE
BANDARANAYAKE INTERNATIONAL AIRPORT
KATUNAYAKE
SRI LANKA**

Section I. Instructions to Bidders (ITB)

A: General	
1. Scope of Bid	<p>1.1 The SriLankan Airlines named in the Data Sheet invites you to submit a bid for the supply of Goods as specified in Section III - Schedule of Requirements.</p> <p>You are requested to confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgment Form attached, 07 working days prior to bid closing date.</p>
B: Contents of Documents	
2. Contents of Documents	<p>2.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none">• Section I. Instructions to Bidders• Section II. Data Sheet• Section III. Schedule of Requirements• Sections IV. Bid Submission Form• Section V. Special Conditions of Sri Lankan Airlines• Annexure A : Bid Acknowledgement Form• Annexure B : Technical/General Specifications & Compliance form• Annexure C : Price Schedule Form• Annexure D : Bid Securing Declaration Form• Annexure E : Performance Security Guarantee/Warranty Security Form• Annexure F : Vendor Information Form• Annexure G : Clientele Information Form• Annexure H : Sample Contract Agreement

C: Preparation of Bids	
3. Documents Comprising your Bid	<p>3.1 The document shall comprise the following:</p> <ul style="list-style-type: none"> • Sections IV - Bid Submission Form • Annexure A : Bid Acknowledgement Form • Annexure B : Technical/General Specifications & Compliance form • Annexure C : Price Schedule Form • Annexure D : Bid Securing Declaration Form • Annexure F : Vendor Information Form (local agent and principal both) • Annexure G : Clientele Information Form • Annexure H : Reviewed Sample Contract Agreement by the bidder • Proprietor's authorization if applicable.
4. Bid Submission Form	<p>4.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p>
5. Prices	<p>5.1 Unless stated in Data Sheet, all items must be priced separately in the Price Schedule Form.</p> <p>5.2 The price to be quoted in the Bid Submission Form shall be the total price of the Bid.</p> <p>5.3 Prices quoted by the Bidder shall be fixed during the period specified in ITB clause 8.1 and not subject to variation on any account. A Bid submitted with an adjustable price shall be treated as non-responsive and may be rejected.</p>
6. Currency	<p>6.1 The Bidders shall quote only in foreign currency or in Sri Lankan Rupees using the INCOTERM CFR-Colombo port only. The conversions shall be carried out using the selling rate established by the Central Bank of Sri Lanka on the date of Bid opening.</p>

7. Documents to Establish the Conformity of the Goods	7.1 The Bidder shall submit an original certificate from the proprietor to demonstrate that it has been duly authorized by the proprietor to supply these Goods in Sri Lanka.
8. Period of Validity of bid	8.1 Bids shall remain valid for a period of one hundred twenty (120) days after the bid submission deadline date.
9. Bid Securing Declaration	9.1 The Bidder shall furnish as part of its bid, a Bid Securing Declaration, using for that the Bid Securing Declaration Form included in Annexure D.(Mandatory)
10. Format and Signing of Bid	10.1 The bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. Please ensure all documents are duly signed and stamped in the given area when forwarding.
D: Payment terms	
11.Payment terms	11.1 45 days credit from the date of commissioning & Acceptance for 100% value is required.
E: Submission and Opening of Bid	
12. Submission of Bid	<p>12.1 Bidders shall submit their bids by registered post, courier or by hand in a sealed envelope.</p> <p>12.2 The sealed envelope shall bear the specific identification of this bid exercise as indicated follows:</p> <p>“Submission of Bids for Procurement of 07 Ton Diesel Powered Forklift for use within Bandaranaike International Airport (GSE/ICB-05/2019)”</p> <p>12.3 If the Bidder wishes to hand deliver bids following details should be provided one day in advance.</p> <ul style="list-style-type: none"> • Company name • Company representative’s name, NIC / passport no. • Driver details • Vehicle details etc.
13. Deadline for Submission of Bid	13.1 Bid must be received by the SriLankan Airlines to the address set out in Section II, “Data Sheet”, and no later than the date and time as specified in the Data Sheet.

14. Late Bid	14.1 The SriLankan Airlines shall reject any bid that arrives after the deadline for submission of bids in accordance with ITB Clause 13.1 above.
15. Opening of Bids	<p>15.1 The SriLankan Airlines shall conduct the opening of bid in the presence of the Bidders at the address, date and time specified in the Data Sheet.</p> <p>15.2 A representative of the bidders may be present and mark its attendance.</p> <p>15.3 Presence of the Bidder, will not necessarily ensure the selection of the proposed goods.</p> <p>15.4 If the bidder wishes to participate for bid opening following details should be provided one day in advance.</p> <ul style="list-style-type: none"> • Company name • Company representative's name, NIC / passport no. • Driver details • Vehicle details etc.
E: Evaluation and Comparison of Bid	
16. Clarifications	<p>16.1 To assist in the examination, evaluation and comparison of the bids, the SriLankan Airlines may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder in respect to its bid which is not in response to a request by the SriLankan Airlines shall not be considered.</p> <p>16.2 The SriLankan Airlines' request for clarification and the response shall be in writing at SriLankan Airlines Limited's address specified in the BDS.</p>
17. Responsiveness of Bids	<p>17.1 The SriLankan Airlines will determine the responsiveness of the bid to the documents based on the contents of the bid received.</p> <p>17.2 If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the SriLankan Airlines.</p>
18. Evaluation of bid	<p>18.1 The Bid will be subjected to an evaluation based on criteria defined in the specifications and following:</p> <ol style="list-style-type: none"> I. Total final cost of the order II. Compliance for all required specifications marked as Mandatory in Annexure B III. Clientele and customer feedback IV. Physical inspection to verify specifications & performance. V. SriLankan Airlines past experience with the bidder & quoted brand/model. VI. Shorter Delivery Lead times may be preferred. VII. Cost of maintenance & repairs

19. SriLankan Airline’s Right to Accept any Bid, and to Reject any or all Bids.	19.1 The SriLankan Airlines reserves the right to accept or reject any bid, and to annul the process and reject all bids at any time prior to acceptance, without thereby incurring any liability to bidders
F: Award of Contract	
20. Acceptance of the Bid	20.1 The SriLankan Airlines will accept the bid of the Bidder whose offer is not necessarily the lowest evaluated bid and is substantially responsive to the documents issued.
21. Notification of acceptance	<p>21.1 The SriLankan Airlines will notify the successful Bidder, in writing, that its bid has been accepted.</p> <p>21.2 Within seven (7) days after notification, the purchase shall complete the contract, and inform the successful Bidder to sign it.</p> <p>21.3 Within seven (7) days of receipt of such information, the successful Bidder shall sign the contract.</p> <p>21.4 The contract is extendable for a further 01 year period based on mutual agreement under the same terms and conditions and supplier performance.</p>
22. Performance Security	<p>22.1 Within fourteen (14) days of the receipt of notification of award from the SriLankan Airlines the successful Bidder shall furnish the performance security of 10% of the total value of the contract, through a reputed bank of Sri Lanka using the Performance Security Form included in Annexure E.</p> <p>22.2 The performance security shall be an unconditional, irrevocable, on demand bank guarantee drawn at sight through a reputed bank of Sri Lanka in favor of the SriLankan Airlines valid for the period of contract and 90 days thereafter.</p> <p>22.3 Failure of the successful Bidder to submit the above mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Securing Declaration. In the event the SriLankan Airlines may award the contract to the next lowest evaluated bidder, whose offers is substantially responsive and is determined by the SriLankan Airlines to be qualified to perform the contract satisfactory.</p> <p>22.4 If the performance security is issued by an International bank based on another country such performance securities be “confirmed” by a bank operating in Sri Lanka.</p>

<p>23. Warranty Security</p>	<p>23.1 The successful bidder shall submit the warranty security of 10% of the total value of the contract within fourteen (14) days of the acceptance of goods, through a reputed bank of Sri Lanka using the form included in Annex E</p> <p>23.2 The warranty security shall be an unconditional, irrevocable, on demand bank guarantee drawn at sight through a reputed bank of Sri Lanka in favor of the SriLankan Airlines valid for the period of contract and 90 days thereafter.</p> <p>23.3 If the warranty security is issued by an International bank based on another country such performance securities be “confirmed” by a bank operating in Sri Lanka.</p> <p>23.4 The performance Security shall be returned upon submission of warranty Security by the successful bidder.</p>
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SECTION II: DATA SHEET

ITB Clause Reference	
7.1	Proprietor's authorizations is required.
12.1	<p>The address for submission of Bids is :</p> <p>Attention : Dehan de Silva</p> <p>Address : Senior Manager Commercial Procurement Commercial Procurement Department, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka Telephone : +94 197332870</p> <p>Deadline for submission of bids is on or before 31 March 2020, 1400 hrs SriLankan Time (GMT +5:30)</p>
14.1	Opening of the bids is on 31 March 2020, 1430 hrs SriLankan Time (GMT +5:30)
15.2	<p>For Clarification of bid ,handing over bids and participating for bid opening:</p> <p>SriLankan Airlines Limited's address is:</p> <p>Attention: Hareni Madurawala</p> <p>Address: SriLankan Airlines Limited, Commercial Procurement Department (GSE), Airline Centre, Bandaranaike International Airport, Katunayake , Sri Lanka</p> <p>Telephone: +94 (0) 19733 2870</p> <p>Facsimile number: +94(0) 197335276</p> <p>Electronic mail address: harenis@srilankan.com</p>

SECTION III - SCHEDULE OF REQUIREMENTS

I.	Description of Goods	07 Ton Diesel Powered Forklift
II.	Condition of the Goods	Brand New
III.	Quantity	01
IV.	Final Destination	Sri Lanka
V.	Incoterm	CFR Colombo Port (INCOTERM latest edition)
VI.	Delivery	As soon as possible
VII.	Payment Term	Minimum 45 days credit from the date of commissioning & acceptance by UL for 100% order value is required.
VIII.	Performance Bond	<ul style="list-style-type: none"> • Unconditional irrevocable Bank guarantee on First Written Demand of 10% from the total order value (Through a reputed bank of Sri Lanka or international bank) to cover the contract period and 90 days thereafter. • If the performance security is issued by an International bank based in another country such performance securities should be “confirmed” by a reputed bank operating in Sri Lanka. • The successful bidder shall ensure that the performance security is remain valid, until the good are delivered, commissioned and accepted by SriLankan Airlines • The performance bond should be provided within 07 days of receipt of the notification of the purchase order.
IX.	Warranty Bond	<ul style="list-style-type: none"> • Unconditional irrevocable Bank guarantee on First Written Demand of 10% from the total order value (Through a reputed bank of Sri Lanka or international bank) to cover the warranty period and 90 days thereafter. • If the Warranty security is issued by an International bank based in another country such performance securities should be “confirmed” by a reputed bank operating in Sri Lanka. • The warranty bond should be provided within 14 days of acceptance of goods.

SECTION IV - BID SUBMISSION FORM

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

Date:

To: SriLankan Airlines Limited

We, the undersigned, declare that:

- (a) We have read and have no reservations to the document issued;
- (b) We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements of the following Goods [insert a brief description of the Goods];
- (c) The unit CFR Colombo price of our bid is: [insert the individual unit price in words and figures];
- (d) Our bid shall be valid for the time specified in ITB Clause 8.1
- (e) We understand that our bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (g) Bid Securing Declaration is attached and same is valid for a period of 120 days after the bid submission deadline date.

Signed: [insert signature of the duly authorized person]

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

Date:

SECTION V - SPECIAL CONDITIONS OF SRI LANKAN AIRLINES

- I. "Bidder" means the proprietor of the brand or an authorized distributor for the proprietor. In the event where the bidder is an authorized distributor, it is mandatory an Authorized Distributor Status letter from the Proprietor is submitted to SriLankan Airlines Limited along with the proposal to avoid rejection of the proposal.
- II. If the bid is accepted, it is mandatory that the bidder signs the Contract Agreement - Annexure G.
- III. SriLankan Airlines Limited requires to inspect the product at evaluation stage by SriLankan Airlines Limited's personnel (maximum 2 person), same has to be arranged by the bidder at the manufacturing plant to inspect the manufacturing facility and finished products including offered make/model. All applicable expenses such as airport tax, visa fee, transport, accommodation and meals shall be borne by the bidder excluding airfare (airfare means- SriLankan Airlines Limited's destinations only).
- IV. The successful bidder shall arrange for Pre Delivery Inspection to be done by SriLankan Airlines Limited personnel (maximum 2 pax) at the relevant manufacturing facility. All the relevant test facilities must be provided by the manufacturer. All applicable expenses such as airport tax, visa fee, transport, accommodation and meals shall be borne by the bidder excluding airfare (airfare means- SriLankan Airlines Limited's destinations only).
- V. All the required manuals specified under technical/general specifications should be available in English Language at inspection.
- VI. Raw materials used to manufacture the goods stated under "Scheduled of Requirements", work in progress items and completed units should be available for inspection carried out during evaluation.
- VII. In order to ensure continuity of supply of goods/Services to SriLankan Airlines Limited in the event of a disruption to bidder's operations, please provide details of alternative arrangements available within the agreed cost and specifications of product.
- VIII. Upon delivery and/ or completion of installation of the Equipment, SriLankan Airlines Limited shall perform prescribed tests to determine that the Equipment is/ are operating in conformance with SriLankan Airlines Limited 's published performance specifications for the Equipment and any other requirements agreed to by the parties (hereinafter "Specification) as indicated in the Specification Sheet.
- IX. If SriLankan Airlines Limited find that the equipment does not comply with the Specifications stated in this Agreement, SriLankan Airlines Limited in its discretion has the right to either reject or request modification to the Equipment to compliance with the Specifications. Modification will not affect the Warranty provided hereunder. If the Equipment are rejected SriLankan Airlines Limited shall recover any and all money paid and any cost incurred due to redelivery of the Equipment to the Bidder.
- X. If the delivered equipment is not in accordance with all agreed specifications with SriLankan Airlines Limited, then SriLankan Airlines Limited reserves the right to reject such equipment and recover all monies paid and cost of redelivery of the equipment to the bidder.
- XI. Please state whether your company has appointed a local agent for SriLankan Airlines Limited for supply & delivery, commissioning and maintenance of goods and services specified under this bid exercise. If so please submit a separate bidder information form including the information of local agent. The local agent must be registered based on the Public Contracts Act.

- XII. Minimum 45 days credit from the date of commissioning and acceptance by UL for 100% order value is required.
- XIII. Liquidated Damages
 - a. Liquidated damages shall be applied for late deliveries and for commissioning and acceptance delays due to a failure of the bidder to complete commissioning and acceptance within 14 days of receipt of goods to SriLankan Airlines.
 - b. Liquidated damages shall be determined by the SriLankan Airlines Limited and shall be minimum rate of one percent (01%) of the total order value per week.

ANNEXURE A : BID ACKNOWLEDGEMENT FORM

IMPORTANT

All bidders shall confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form, 07 working days prior to bid closing date.

Invitation for Submission of Bids for Procurement of 07 Ton Diesel Powered Forklift for use within Bandaranaike International Airport, Reference No - GSE/ICB-05/2019 is hereby acknowledged.

You may expect to receive our proposal on or before
.....

We do not intend to submit a proposal because
.....
.....
.....

Signed :

Title :

Company :

Date :

**ANNEXURE B - TECHNICAL/GENERAL SPECIFICATIONS & COMPLIANCE FORM
FOR PROCUREMENT OF 07 TON DIESEL POWERED FORKLIFT - GSE/ICB-05/2019**

Name of the Bidder :

Name of the Principal :

Name of the Manufacturer :

Brand :

Model :

Country of Origin of the offered product :

Country of Manufacture of the offered product :

Confirmation on the brand new condition of the Equipment :

- Specifications for 07 Ton Diesel Powered Forklift

Running Number	Technical Specifications (Mandatory)	Bidder's Response (*-Please provide Bidder's figures)	Remarks
1.	Lifting Capacity: Minimum 7000kg or above at 600mm load Centre @ 3m height and 3000kg or above at 600mm load Centre @ 5m height.(A clear drawing/photo of a loading capacity chart (should include height and load at specified load Centre for offered model should be forwarded)	*	

Running Number	Technical Specifications (Mandatory)	Bidder's Response (*-Please provide Bidder's figures)	Remarks
2.	Engine: Diesel driven, liquid cooled (Please specify the engine model).	*	
3.	Transmission: Auto (Please specify the model).	*	
4.	Lifting Height 5 Meters or more.	*	
5.	Maximum Equipment height: 3 Meters.	*	
6.	Tyres : Pneumatic Tyres or Solid Tyres (Specify the tyre size).	*	
7.	Wheels: 4 Wheel positions with dual tyres in front.	*	
8.	Fork Length: Minimum 1800mm.	*	
9.	Tilt Angle : Forward: Minimum 05 degrees Backwards: Minimum 05 degrees.	*	
10.	Steering: power steering / Sit down model.	*	
11.	Should be equipped with a hydraulically operated fork positioner.	*	
12.	Adequate safety devices and instruments including emergency stop switch are required.	*	
13.	Should be in compliance with the 39th Edition of IATA AHM 910 including option 19.2 & 19.3 (Hour meter, coolant temperature gauge, fuel gauge, parking brake indicator).	*	
14.	Complete instrumentation and failure warning indicators (Standard technical and safety warnings/indicators in English language) should be fitted.	*	
15.	Consoles functions to be identified in English using elementary concise terms and supplementary by graphic symbols.	*	

Running Number	Technical Specifications (Mandatory)	Bidder's Response (*-Please provide Bidder's figures)	Remarks
16.	Servicer brake / parking brakes required.	*	
17.	Performance and specifications will be tested on offered model at manufacturing factory. All the testing equipment should be provided by the manufacturing company.	*	
18.	Horn, Beacon & backup buzzer required. Beacon function should be activated with the Ignition.	*	
19.	Turn signals- front & rear required.	*	
20.	Steel overhead guard required.	*	

Running Number	General Specifications (Mandatory)	Bidder's Response (*-Please provide Bidder's figures)	Remarks
1.	One spare wheel of each size should be provided by free of charge.	*	
2.	Three sets each of Operating, Maintenance and Spare parts and workshop manuals in English language to be provided free of charge. All the manuals should available with the machine at Pre Order inspection.	*	
3.	Guarantee for availability of spares for a minimum of 10 years' service/maintenance.	*	

Running Number	General Specifications (Mandatory)	Bidder's Response (*-Please provide Bidder's figures)	Remarks
4.	Commissioning of unit at site and training of staff to be provided free of charge. Commissioning of the units should be handled by a representative engineer of the manufacturing company.	*	
5.	Warranty period – 2 years.	*	
6.	Tool box with required tools should be provided free of charge.	*	
7.	A list of recommended spares required for the first year maintenance/service should be provided with the technical offer and provide with the equipment free of charge.	*	
8.	A hard copy of brochure from offered model should be forwarded with technical offer.	*	
9.	Removable /rechargeable type fire extinguisher to be provided free of charge.	*	

..... *[signature of person signing the Bid]*
..... *[designation of person signing the Bid with frank]*
Date : *[insert date]*

ANNEXURE C : PRICE SCHEDULE FORM

Name of the Bidder :

Name of the Principal :

Name of the Manufacturer :

Brand :

Model :

Line Item No	Description of Goods	Country of Origin/ manufacture	Quantity	Unit of Measure	Unit Price CFR Colombo Port	Total Price CFR Colombo Port	Remarks (If any)
1	07 Ton Diesel Powered Forklift		01	Each			

Payment term:

- 45 days credit from the date of commissioning and acceptance by UL for 100% order value is required.

SriLankan Airlines Limited Requirements	Bidder's Response
I. Bid/Quotation Validity	
II. Bid Securing Declaration (attached or not)	
<p>III. Acceptance on 10 % performance security (to cover the contract performance)</p> <ul style="list-style-type: none"> • Acceptance on 10 % performance security. • The performance security should be Unconditional, Irrevocable Bank guarantee on First Written Demand of 10% from the total order value, issued through a reputed bank of Sri Lanka or international bank. • If the performance security is issued by an International bank based in another country such performance securities should be “confirmed” by a reputed bank operating in Sri Lanka. • The successful bidder shall ensure that the performance security is remain valid, until the good are delivered, commissioned and accepted by SriLankan Airlines • The performance bond should be provided within 07 days of receipt of the notification of the purchase order. 	

SriLankan Airlines Limited Requirements	Bidder's Response
<p>IV. Warranty Security</p> <ul style="list-style-type: none"> • The successful bidder shall provide Unconditional Irrevocable Bank guarantee on First Written Demand of 10% from the total order value (Through a reputed bank of Sri Lanka or international bank) to cover the warranty period and 90 days thereafter as warranty Security. • The Warranty Security should be provided within 14 days of acceptance of goods. 	
<p>V. Manufacturing facility: Please confirm the location (address) of the manufacturing plant</p>	
<p>VI. Manufacturing lead time:</p>	
<p>VII. Shipping Lead time: (Direct vessels must be selected when available)</p>	

SriLankan Airlines Limited Requirements	Bidder's Response
<p>VIII. Confirmation on Inspection Prior to order :</p> <p>SriLankan Airlines Limited requires to inspect the product at evaluation stage by SriLankan Airlines Limited's personnel (maximum 2 person), same has to be arranged by the bidder at the manufacturing plant to inspect the manufacturing facility and finished products including offered make/model. All applicable expenses such as airport tax, visa fee, transport, accommodation and meals shall be borne by the bidder excluding airfare (airfare means- SriLankan Airlines Limited's destinations only)..</p>	
<p>IX. Is quoted brand/model available for inspection prior to order?</p>	
<p>X. Available locations for inspection of the quoted brand/model (Please provide details)</p>	
<p>XI. Confirmation on Pre Delivery Inspection :</p> <p>The successful bidder shall arrange for Pre Delivery Inspection to be done by SriLankan Airlines Limited personnel (maximum 2 person) at the relevant manufacturing facility. All the relevant test facilities must be provided by the manufacturer. The all applicable expenses such as airport tax, visa fee, transport, accommodation and meals shall be borne by the bidder excluding airfare (airfare means- SriLankan Airlines Limited's destinations only).</p>	

SriLankan Airlines Limited Requirements	Bidder's Response
XII. Available locations for inspection of the Prior to delivery : (Please provide details)	
XIII. Confirmation on availability of Raw materials : Raw materials used to manufacture Airport Passenger Transport Coaches work in progress and completed units should be available for inspections.(PDI & Pre-order)	
XIV. Confirmation on availability of Complete Manuals specified under technical/general specifications : All the required manuals specified under technical/general specifications should be available in English Language at inspections.(PDI & Pre-order)	

..... *[signature of person signing the Bid]*

..... *[designation of person signing the Bid with frank]*

Date : *[insert date]*

ANNEXURE D : BID SECURING DECLARATION FORM

Note : **The Bidder** shall fill in this form in accordance with the instructions indicated in brackets.

[Date: ----- *[insert date by bidder]*
Name of contract - *[insert name]*
Invitation for Bid No: ----- *[insert number]*

To: - *SriLankan Airlines Ltd*

We, the undersigned, declare that;

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

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

Name *[insert printed or typed name]*

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

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

ANNEXURE E : PERFORMANCE / WARRANTY SECURITY FORM

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

----- [Issuing Agency's Name, and Address of Issuing Branch or Office] -----

Beneficiary: SriLankan Airlines Limited, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka

Date: -----

PERFORMANCE/WARRANTY GUARANTEE No: -----

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

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

At the request of the Bidder, 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 completion date including the warranty period] and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

.....
.....

(NAME AND ADDRESS OF THE BENEFICIARY)

PERFORMANCE BOND NO FOR

At the request of (name and address of the applicant's bank) acting for and on behalf of their customer (Applicant's Name And Address) we (Name And Address of Issuing Bank), hereby irrevocably undertake to pay you on demand in writing to the extent of (amount of the performance bond) in respect of the due performance of the (tender/ contract no)for the supply of (consignment) entered into by the said (applicant's name) with you.

This guarantee shall be valid until (expiry date of the performance bond) and our liability under this guarantee will only be in respect of written claims made by you on us to reach us on or before (expiry date of the performance bond).

This guarantee shall remain in force only upto and including(expiry date of the performance bond) and thereafter eventhough the original of these presents may be retained by you or be in your possession, this guarantee shall not be of any force or avail in law except in respect of claims lodged by you with us under these presents on or before the said(expiry date of the performance bond) on account of monies that may be or become due to you by us hereunder.

Every payment made by us hereunder shall be a protanto discharge of our aggregate liability hereunder.

Notwithstanding anything to the contrary contained herein :

1. our liability under this bank guarantee shall not exceed(amount of the performance bond)
2. this guarantee shall be valid until (expiry date of the performance bond)
3. we are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before (expiry date of the performance bond)

unless a claim or demand under this guarantee is made on us in writing on or before (expiry date of the performance bond), all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

This performance bond is neither transferable nor assignable.

This performance bond is governed by uniform rules for demand guarantees (URDG) ICC publication no. 758.

BANK TO BANK COUNTER GUARANTEE:

At our risk and responsibility and for and on behalf of our customer..... (Applicant’s name and address) we request you to issue a performance bond for..... (Amount of the bond) in favour of (Beneficiary’s name and address) against our counter guarantee no.for..... (Amount of the bond) in the format quoted below.

In consideration of your issuing the performance bond as per our request, we hereby irrevocably undertake to pay you any amount upto and not exceeding..... (Amount of the bond) upon receipt of your complying demand for payment by an authenticated swift stating that you have been called upon to pay beneficiary under your guarantee.

Our counter guarantee shall remain valid until..... (Amount of the bond) (15 days mailing period beyond the expiry date of your performance bond to lodge your claims with us) and any demand hereunder must reach us not later than(amount of the bond).

We also undertake pay your commission, taxes and other charges in respect of your performance bond as per your payment instructions upon receipt of your such claims.

Our counter guarantee is governed by uniform rules for demand guarantee (URDG) ICC Publication No.758

ANNEXURE F : VENDOR INFORMATION FORM

(To be filled by the vendor)

Section A - Basic information of the vendor	
1. Registered Name of the Vendor :	
2. Date of Incorporation:	
3. Country of Incorporation:	
4. Nature of business :	5. Company type :
6. Telephone & Fax numbers : Tel: Fax:	7. E-mail address :
8. Registered address :	
9. Other contact details (if any) :	
10. Registered Name and address of the agent (if any)	
Section B - Details of Directors, Shareholders and related parties	
1. Name(s) of Directors	
2. Name(s) of Shareholders	
3. Name (s) of Directors of Parent/Subsidiary who are also Directors of SriLankan Airlines	
4. Name(s) of Directors of Parent/Subsidiary who are also Employees of SriLankan Airlines	

5. Names of Close Family Members who are either Directors/Employees of SriLankan Airlines	
Section C -Business verification : Duly signed and stamped copy of above document to be supported by the following documents ✓ Tick the appropriate boxes	
<input type="checkbox"/> A copy of the Certificate of Incorporation certified by the Company Secretary of the vendor Company <input type="checkbox"/> A copy of Form 20 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the directors <input type="checkbox"/> For partnerships and sole proprietorships, certificate of business registration	<input type="checkbox"/> A copy of Form 15 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the shareholding. <input type="checkbox"/> For Partnerships, list of partners confirmed by one of the partners, preferably by the most senior partner. <input type="checkbox"/> Audited financial statements of the vendor Company for the last three years <input type="checkbox"/> Others (specify)

As the authorized representative of [name of the Vendor], I hereby confirm on behalf of[name of the Vendor] that the information provided above are true and accurate and acknowledge that the bid of[name of the Vendor] submitted herewith shall be rejected in the event all or any of the information submitted above is found to be incorrect.

Details of vendor’s authorized signatory:

Name:

Designation:

Date:

Signature & Company Rubber Stamp:

ANNEXURE F : CLIENTELE INFORMATION FORM

Company Name	Company Representative's Contact Details (Please state name, official email address and telephone number)	Equipment	Brand/Model	Year of Purchase	Quantity Purchased
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Note: Please mention the users of the **same model** quoted to UL.
 In addition to above information please provide your clientele of **all** equipment

ANNEXURE G - SAMPLE CONTRACT AGREEMENT

AGREEMENT FOR PROVISION OF GOODS

The Agreement for Provision of Goods (hereinafter referred to as "Agreement") is made and entered into on this ___ day of _____

Between;

SRILANKAN AIRLINES LIMITED a company incorporated in Sri Lanka (Company Registration PB 67) and having its registered office at "Airline Centre", Bandaranaike International Airport, Katunayake, Sri Lanka, (hereinafter called and referred to as "**SriLankan Airlines**" which term or expression shall where the context so requires or admits mean and include the said **SriLankan Airlines Limited**, its successors, assignees and representatives) of the **One Part**;

And

_____ a company incorporated in _____ (Company Registration No. _____) and having its registered office at _____ (hereinafter called and referred to as the "**Contractor**" which term or expression shall where the context so requires or admits mean and include the said _____ its successors, assignees and representatives) of the **Other Part**.

WHEREAS SriLankan Airlines is desirous of procuring _____ (hereinafter referred to as "Goods") as per the specifications and estimated quantities provided in Schedules attached herewith to the Agreement.

WHEREAS the Contractor is engaged in supply of _____ and desirous of supplying the Goods to SriLankan Airlines on a non-exclusive basis according to the specifications and estimated quantities mentioned herein and communicated by SriLankan Airlines from time to time in the future;

WHEREAS the Contractor has expressed its offer to provide SriLankan Airlines with the Goods according to the terms and conditions provided herein and which offer has been accepted by SriLankan Airlines;

WHEREAS prior to the said offer and the execution of the Agreement, the Contractor has been apprised of the requirements and specification required by SriLankan Airlines for the supply and delivery of Goods and to all other matters which might have influenced the Contractor in making its bid and has agreed to supply and deliver the Goods to SriLankan Airlines pursuant to the said requirements and specifications set forth in the Invitation for Bid document;

WHEREAS the Contractor has expressed its desire to provide SriLankan Airlines with Goods according to the terms and conditions provided herein.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. OBLIGATIONS OF THE CONTRACTOR:

1.1 The Contractor shall:

- 1.1.1 Deliver Goods as more fully described in the Schedule A in quantities ordered by SriLankan Airlines within the time frame as more fully described in Schedule A, to the locations more fully described in Schedule B hereto according to the specifications provided in Annex A (such schedules and annexes to be part and parcel of this Agreement) on non-exclusive basis on the terms and conditions set out herein.
- 1.1.2 Be deemed to have appraised itself fully of the provisions of this Agreement.
- 1.1.3 Ensure that Goods provided under this Agreement shall:

- a) be in accordance with the specifications set out in Annex A;
 - b) conform with any sample provided by the Contractor during the selection process or thereafter and approved by SriLankan Airlines;
 - c) be fit for the purposes envisaged under this Agreement and suitable for Airport Ground Operations;
- 1.1.4 Ensure that it has the necessary/required licenses, approvals and authorizations to provide Goods to SriLankan Airlines envisaged under this Agreement.
- 1.1.5 Deliver the Goods on CFR-CMB basis (defined as per INCOTERMS latest version) to the locations set out in Schedule B in quantities mentioned in Annex B. The Contractor shall be responsible for providing all transportation necessary for the safe movement of Goods to the locations as specified in Schedule B of the Agreement.
- 1.1.6 At its own cost comply with all requirements of any Governmental or local Governmental regulations (particularly with those pertaining to Board of Investment of Sri Lanka, Customs in Sri Lanka or any other country, safety, health, labour, clearing and security) and shall indemnify and hold harmless SriLankan Airlines against any loss, damage or claim that may arise due to the non-compliance with any such regulations.
- 1.1.7 Invoice SriLankan Airlines for the Goods at the rates and in the manner specified and described herein (particularly as set out in Clause 3 and Schedule C).
- 1.1.8 Not assign, transfer or sublet its rights or obligations under this Agreement without the prior written approval of SriLankan Airlines. Provided that the Contractor shall not be relieved of responsibility under this Agreement for such portion of its obligations as are assigned, transferred or sublet.
- 1.1.9 Not at any time, during or after the term of this Agreement, divulge or allow to be divulged to any person any confidential information relating to the business and operations of SriLankan Airlines unless duly authorized in writing by SriLankan Airlines or required under any law.
- 1.1.10 Pay liquidated damages as stipulated in Schedule C if the Contractor fails to deliver the Goods on time or SriLankan Airlines rejects the Goods pursuant to Clause 2.6 hereof.
- 1.1.11 Subject to the terms and conditions of this Agreement, the Goods shall be delivered on CFR-CMB (INCOTERMS latest version) and the rights and obligations of the Parties and the transfer of risk and title shall be governed in terms of CFR-CMB (INCOTERMS latest version).
- 1.1.12 Arrange pre delivery inspection at manufacturing plant once the goods are completely manufactured for maximum 2 personnel of SriLankan Airlines at contractors cost (all applicable expenses such as airport tax, visa fee, transport, accommodation and meals shall be borne by the contractor excluding airfare (airfare means- SriLankan Airlines Limited's destinations only) at the manufacturing location.
- 1.1.13 Provide all required and relevant testing facilities for pre delivery inspection for SriLankan Airlines personnel.
- 1.1.14 Make available all the required manuals specified under technical/general specifications should be available in English Language at pre delivery inspection.
- 1.2 In the event any of the Goods supplied or delivered pursuant to this Agreement are rejected by SriLankan Airlines, the Contractor shall take immediate steps, and not later than 15 working days from the rejected date to either replace the rejected Goods or make alternations necessary to meet the specifications, free of any costs to SriLankan Airlines.

- 1.3 In the event of any item of the Goods being damaged at any stage prior to the handing over of the Goods to nominated freight forwarder at the port of dispatch or if any item of the Goods are lost during transit from the Contractor's warehouse to the locations as set forth under Schedule B or if any item of the Goods are wrongly supplied, the Contractor shall replace the said damaged, lost or wrongfully supplied item of Goods with new ones and shall ensure that supply and delivery of same is affected speedily and no later than Four (04) weeks from the date of notification by SriLankan Airlines ("Replacement") at its own cost. SriLankan Airlines shall not be liable for any damage or deterioration caused or occurring to the wrongly supplied items under Clause 1.3 while in the custody of SriLankan Airlines. In the event the Contractor fails to provide any of the item of Goods within a reasonable period of time, SriLankan Airlines shall be at liberty to purchase such items of Goods from another source and the Contractor shall reimburse SriLankan Airlines' for any cost incurred in respect of same.
- 1.4 The contractor shall arrange commissioning of the goods and training for relevant SriLankan Airlines staff once the goods are received to SriLankan Airlines stores through a qualified representative engineer of the manufacturing company. All applicable expenses of commissioning and training must be borne by the contractor.
- 1.5 The contractor shall provide a comprehensive unconditional warranty of 2 years from the date mentioned in the Commissioning and Acceptance Form in Annex D for manufacturing defects of the goods except ware and tare.
- 1.6 The contractor shall guarantee the spare parts availability of the purchased goods for minimum 10 years irrespective of the validity period of this agreement.
- 1.7 The contractor shall handover all items/goods specified in Schedule A without any cost to SriLankan Airlines.

2. RIGHTS AND OBLIGATIONS OF SRILANKAN AIRLINES:

- 2.1 SriLankan Airlines shall pay the Contractor for Goods provided at the rates and in the manner specified and described herein (particularly in Clause 3 and Schedule C hereto). For the avoidance of doubt, the adjustment/variation of the quantity of Goods provided under this Agreement shall still be provided by the Contractor in accordance to the same rates as specified under Schedule C.
- 2.2.1 SriLankan Airlines shall have the right to charge liquidated damages against the Contractor as provided in Schedule C where the Contractor fails to deliver the Goods as required under this Agreement or any non-compliance or breach by the Contractor of any of its obligations under this Agreement.
- 2.2.2 Notwithstanding anything contained in this Agreement, SriLankan Airlines may at any time hire, purchase and/ or engage any other person(s)/contractor(s) to purchase goods which are similar to the Goods contemplated in this Agreement and/or which SriLankan Airlines may deem in its opinion as specialized in nature.
- 2.4 Have the right to inspect and reject the Goods (or any part thereof) provided under this Agreement if in its opinion it decides that such Goods (or any part thereof) fail to meet the specifications required by SriLankan Airlines under this Agreement or is not of merchantable quality and unfit for the purposes intended. SriLankan Airlines right to inspect and where necessary, reject the Goods (or part thereof) after the Goods' arrival or issuance of the Delivery Note shall in no way be limited or waived by reason of the Goods having previously been inspected and passed by SriLankan Airlines or its representative prior to the Goods delivery.
- 2.5 When the Goods are received to SriLankan Airlines stores, SriLankan Airlines shall conduct a quality and quantity inspection of the same and shall accept the Goods at the locations once commissioning and training is completed and after other required items/goods specified in Schedule A are handed over by the contractor. If there is a discrepancy in quantity received and quantity indicated in invoice, SriLankan Airlines will inform same to contractor within 5 working days of receipt of shipment to stores.
- 2.6 Upon the acceptance of the Goods by SriLankan Airlines, the Goods shall become and remain the property of SriLankan Airlines. Notwithstanding that title in whole or in part of the Goods may have passed to SriLankan Airlines pursuant to Clause 2.7, the Contractor shall remain and be responsible to SriLankan Airlines to make good any loss or damage to such Goods due to any act or negligence on the part of the Contractor or Contractor's

Representatives; or arising from any incident whatsoever from the commencement of this Agreement until the Goods are handed over to SriLankan Airlines at the port of destination, Colombo and accepted by SriLankan Airlines.

- 2.7 Nothing in this Agreement shall prevent SriLankan Airlines from sourcing similar Goods or any other goods or services from any third party on whatsoever basis during the period of the Agreement.
- 2.8 In the event SriLankan Airlines in its opinion decide that the Goods are not in accordance to the requirements and specifications set forth under this Agreement, SriLankan Airlines shall have the right to reject the Goods and:
- (i) refrain from making any payments pursuant to such Order made in respect of such Goods; and
 - (ii) either replace the rejected Goods with goods meeting the specifications required under this Agreement free of any costs to SriLankan Airlines; or
 - (iii) obtain substitute goods for the rejected Goods and the Contractor shall reimburse to SriLankan Airlines all costs incurred by SriLankan Airlines in respect of same.

3. INVOICING & PAYMENT:

- 3.1 The Contractor shall provide the Goods at the rates assigned to each category as described in Schedule C hereto.
- 3.2 The Contractor shall not increase the rates, charges or any other prices set out in this Agreement during the period of this Agreement.
- 3.3 Subject to Clause 3.5, SriLankan Airlines will settle the invoices submitted by the Contractor for Goods under this Agreement as described in Annex B. The invoice will be raised at the time of departure of the Goods from the warehouse of the Contractor. A copy of invoice will be emailed to SriLankan Airlines at the time, the invoice is raised.
- 3.4 SriLankan Airlines shall inform any dispute on any invoice within 5 working days of receipt of the invoice from the Contractor and proceed to settle the undisputed amount within the payment period referred to in Clause 3.3 hereof. The Parties shall endeavor to resolve the dispute on the invoice amicably within 30 days of notification or any other period mutually agreed and where the Parties fail to resolve the dispute amicably, Parties shall resort to the dispute resolution mechanism provided in this Agreement as a mean to resolve the dispute. If the dispute is resolved in the Contractor's favour, the amount payable to the Contractor shall be payable within fourteen (14) days of the resolution of the dispute.
- 3.5 SriLankan Airlines shall be entitled to withhold any payments due to the Contractor under this Agreement and any sums of money required to be withheld by SriLankan Airlines under any law or regulation for the time being in force and/or pursuant to this Agreement.
- 3.6 Payment shall be made in according to the payment details provided in Annex B.
- 3.7 Invoices to be addressed to: Senior Manager Financial Services, SriLankan Airlines Limited, Airlines Centre, Bandaranaike International Airport , Katunayake, Sri Lanka and/or email to: zaroosha.farook@srilankan.com

4. LIABILITY & INDEMNITY:

- 4.1 The Contractor shall indemnify and hold harmless SriLankan Airlines free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities, to SriLankan Airlines, its officers, agents, employees, representatives or any third parties and/or any property, that may arise pursuant to this Agreement, in particular pursuant to (but not limited to) any:
- a) Claim in respect of any workers of the Contractor under the Workman's Compensation laws or any other law;

- b) Accident, injury or death caused to any person by negligence or wilful misconduct of the Contractor, its servants, agents, employees or representatives; arising out of manufacturing defects, non-performance and or malfunctions of the goods provided, produced, packaged, stored and/or or shipped by contractor under this agreement;
- c) Acts of theft, pilferage, damage of property caused by the contractor or its servants, agents employees or representatives;
- d) Manufacturing defects, non-performance and or malfunction of the goods provided under this agreement;
- e) If the Goods provided to SriLankan Airlines are not suitable for the use intended and/or does not meet the specifications set out in this Agreement
- f) Violation of any laws, regulations or intellectual property rights of any party;
- g) breach of any obligations, representations, warranties or covenants in the Agreement by the Contractor;

4.2 SriLankan Airlines shall indemnify and hold harmless the Contractor free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities that may arise pursuant to the death or injury of a worker of the Contractor or damage to the Contractor's (or its workers) property caused by SriLankan Airlines' negligence or wilful misconduct.

5. INSURANCE:

5.1 The Contractor shall, without prejudice to its obligations under Clause 5.1 and as a condition precedent to this Agreement, at its own cost secure policies of insurance as described below, acceptable to SriLankan Airlines which shall be kept current throughout the term of this Agreement. These insurances will include but not limited to;

- a) Workmen's Compensation Insurance or employer's liability insurance for all employees of the contractor or their representatives involved with performance of this contract. The policy shall include extensions for riot and terrorism.

5.2 Such insurances as aforementioned incorporate the following provisions in respect of liability assumed by the Contractor under this Agreement (unless otherwise specified by SriLankan Airlines):

- a) Name SriLankan Airlines, its successors and assigns, directors, officers, servants, employees, agents and contractors as additional assureds.
- b) A severability of interest clause, where the insurances (except with regard to the limits of liability) will operate in all respects as if there were a separate policy covering each assured.
- c) Confirm that such insurances shall be primary without right of contribution from any other insurance carried by SriLankan Airlines.
- d) Provide that the cover afforded to SriLankan Airlines shall not be invalidated by act or omission by the Contractor or by any other person and shall remain valid regardless of any breach or violation by the Contractor or any other person of any warranty, declaration or condition contained in such insurances.
- e) The Insurer (of the insurances) will provide 15 days prior written notice to SriLankan Airlines of any material change of the insurances affected pursuant to this Clause.

- 5.3 The Contractor shall also within 15 days of the execution of this Agreement and at each consequent renewal (or renewal of insurances whichever shall occur first) produce an Insurance Policy/Certificate/Endorsement evidencing coverage as per the requirements of Clause 5.1.
- 5.4 In the event the Contractor defaults and/or fails to comply with any of its obligations under this Clause, SriLankan Airlines may (without prejudice to any other remedy available under this Agreement) pay any premiums that may remain due and unpaid provided that SriLankan Airlines shall be entitled to deduct or charge the Contractor any such amounts expended by it to pay such aforementioned unpaid premiums.
- 5.5 The insurance coverage required by Clause 5.1 and 5.2 shall at all times be valid and adequate to meet all the obligations set out above and any other obligations required by law. Failure to maintain insurance coverage to the required level will be considered by SriLankan Airlines as a fundamental breach of this Agreement.

6. NON-COMPLIANCE:

- 6.1 In the event of the non-compliance or breach by the Contractor of any of its obligations contained in this Agreement, SriLankan Airlines may at its discretion, without prejudice to any of its rights under this Agreement:
- a) Terminate this Agreement as per Clause 7 below:
 - b) Charge the Contractor liquidated damages at the rate specified in Schedule C of the estimated amount of the monies payable for the relevant Goods for the relevant period of non-compliance or breach; and/or
 - c) Obtain the Goods from another contractor provided however, that in the event any money is expended by SriLankan Airlines on account of the Contractor's non-compliance or breach of its duties, such said expenditure shall be re-charged to the Contractor.

The Contractor shall in the aforementioned instances make good the irregularity, breach and/or lapse as soon as possible to the satisfaction of SriLankan Airlines and shall reimburse SriLankan Airlines any expenses incurred by it in such said instances.

7. TERM & TERMINATION:

- 7.1 This Agreement shall be valid for a period of ___ years commencing from _____ until _____ unless terminated earlier and shall automatically stand terminated upon the expiry of the Agreement. Notwithstanding the above, the Parties may extend the Term of this Agreement upon the expiry of the Term for a further period of 1 year by written mutual agreement on the same terms and conditions of this Agreement; provided however that such extension shall be subject to the Contractor's satisfactory performance of the Agreement decided at the sole discretion of SriLankan Airlines.
- 7.2 Notwithstanding Clause 7.1, SriLankan Airlines may terminate this Agreement at any time, without assigning any reasons whatsoever, by giving the Contractor 30 days' written notice of termination without any liability to pay compensation and such termination shall take effect on the expiry of the said 30 days' notice period.
- 7.3 SriLankan Airlines may terminate this Agreement forthwith in writing in the event the Contractor does not:
- a) provide the Goods at the time, manner and/or to the specifications/ quality required by SriLankan Airlines pursuant to this Agreement;
 - b) comply with the requirements and/or notices of SriLankan Airlines; and/or
 - c) perform, fails or is failing in the performance of any of its obligations under this Agreement.
- 7.4 Subject to Clause 7.3 hereof, either party shall have the right to terminate this Agreement forthwith at any time by giving written notice to the other upon the happening of any of the following events:

- a) if the other party is in breach of any of the terms or conditions of this Agreement and fails to rectify same within 30 days of the written notice of the breach to the defaulting party or immediately if the breach is incapable of remedy;
- b) if the other party enters into liquidation whether compulsory or voluntary (otherwise than for the purpose of amalgamation or reconstruction) or compounds with or enters into a scheme of arrangement for the benefit of its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt; and/or
- c) if the other party shall cease substantially to carry on trade or shall threaten to cease substantially to carry on trade.
- d) disruption to the performance of the Agreement for a period of more than 60 days due to force majeure event.

7.5 Expiration or termination of this Agreement pursuant to the provisions of this Clause shall be without prejudice to the accrued rights and liabilities of either party.

7.6 On termination of this Agreement the Contractor shall only be entitled to receive the payment of monies (less any monies as SriLankan Airlines is entitled to deduct/set-off under this Agreement) for Goods duly provided in accordance with the terms of this Agreement. The Contractor shall not be entitled to any further costs, remuneration consequential or special damages, loss of profits or revenue claimed to have been suffered by the Contractor (including its agents, employees and representatives) as a result of this Agreement.

7.7 In the event SriLankan Airlines terminates this Agreement in whole or in part, pursuant to 7.3 a), b) or c) of the Agreement, SriLankan Airlines may procure upon such terms and in such manner as it deems appropriate, goods, as the case may be, similar to those undelivered under the Agreement, and the Contractor shall be liable to SriLankan Airlines for any excess costs for such similar goods procured by SriLankan Airlines. However, the Contractor shall continue performance of the Agreement to the extent not terminated herein.

8. BANK GUARANTEE:

8.1 Upon the execution of this Agreement, the Contractor shall furnish SriLankan Airlines bank guarantees for the sum as set forth under Schedule C, as an irrevocable and unconditional bank guarantee drawable on first written demand in Sri Lanka from a bank acceptable to SriLankan Airlines, as specified in schedule C, in a form and substance satisfactory to SriLankan Airlines as security, for the due and proper performance by the Contractor of its obligations under this Agreement. All applicable bank charges (including any charges at the time of encashment) on such bank guarantee shall be borne by the Contractor). The said bank guarantee shall remain in force for the duration of this Agreement and 90 days thereafter.

8.2 The proceeds of the Bank Guarantee shall be payable to SriLankan Airlines as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Agreement.

8.3 The Bank Guarantee will be discharged by SriLankan Airlines and returned to the Contractor within 90 days of the expiry of this Agreement or within 90 days following the date of completion of Contractor's obligations under the Agreement, whichever is later, less monies due to SriLankan Airlines and/or as SriLankan Airlines is entitled to deduct/set-off under this Agreement.

8.4 In the event, that the Contractor fails to pay any monies due to SriLankan Airlines (or any part thereof) as and when the same become payable under this Agreement, SriLankan Airlines shall be entitled to adjust or deduct any monies due to SriLankan Airlines from the Bank Guarantee accordingly. In the event of an adjustment or deduction of the Bank Guarantee by SriLankan Airlines against any sums due from the Contractor, the Contractor shall immediately submit to SriLankan Airlines the amount adjusted or deducted by SriLankan Airlines and restore the Bank Guarantee to its original amount.

8.5 SriLankan Airlines shall not make any payments under this Agreement to the Contractor until SriLankan Airlines has received the Bank Guarantee as stipulated under Clause 8 hereof.

9.6 SriLankan Airlines' rights with respect to the Bank Guarantee shall be in addition to any other rights or remedies available to SriLankan Airlines.

9. GOVERNING LAW:

9.1 This Agreement shall be governed by the laws of Sri Lanka and subject to the jurisdiction of the courts in Sri Lanka.

10. FORCE MAJEURE:

10.1 In the event that either party shall be wholly or partly unable to carry out its obligations under this Agreement by reasons or causes beyond its control, including by way of illustration Acts of God or the public enemy, fire, floods, explosions, epidemics, insurrection, riots or other civil commotion, war, Government order or by any other cause (excluding, however, strikes, lockouts or other labour troubles), which it could not be reasonably be expected to foresee or avoid, then the performance of its obligations in so far as they are affected by such cause shall be excused during the continuance of any inability so caused. Such cause(s) shall however as far as possible be remedied by the affected party with all reasonable dispatch.

10.2 Notwithstanding the above each party shall give the other as soon as possible notice of the occurrence or imminent occurrence of an event as indicated above and where such notice is given verbally it shall be followed immediately in writing.

10.3 In the event the force majeure event relates to delivery of Goods by the Contractor, unless otherwise directed by SriLankan Airlines in writing, the Contractor shall continue to perform its obligations under the Agreement as far as is reasonable and practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event. In case of delays in the completion of delivery in accordance to the time schedule as specified in the respective Purchase Order(s) due to any of the force majeure event mentioned above, the time schedule for the delivery of Goods shall be extended accordingly.

11. GENERAL:

11.1 This Agreement shall constitute the entire agreement and understanding of the parties and shall supersede all prior agreements, whether written or oral between the parties hereto concerning the subject matter hereof.

11.2 In the event of a conflict between this Agreement and its Schedules, the Schedules shall take precedence over this Agreement in respect of the subject matter thereof. In the event of a discrepancy between Purchase Order and the Agreement, the Purchase Order will take precedence over this Agreement in respect of the subject matter thereof.

11.3 In the event that either party shall be rendered wholly or partly unable to carry out its obligations under this Agreement as a result of strikes, lockouts and labour troubles, then such party so incapacitated shall compensate such other for damage and/or loss suffered by such other as a result of such strike, lockout or labour trouble.

11.4 At all times the Contractor (together with its workers) will be deemed to be an independent contractor and shall not under any circumstances be considered an employee, representative or agent of SriLankan Airlines.

11.5 The right and remedies of SriLankan Airlines against the Contractor for the breach of any condition and for obligations undertaken by the Contractor under this Agreement shall not be prejudiced or deemed to be waived by reason of any indulgence or forbearance of SriLankan Airlines.

- 11.6 Nothing in this Agreement shall prevent SriLankan Airlines from availing itself of any remedies provided under the general law in addition to the remedies stipulated in this Agreement.
- 11.7 Except to the extent as amended under the Purchase Order(s), this Agreement shall not be varied or modified otherwise than by an instrument in writing of even date herewith or subsequent hereto executed by or on behalf of SriLankan Airlines and the Contractor by its duly authorized representatives.
- 11.8 If any provision of this Agreement should become or be adjudged invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect any other part of this Agreement and all other provisions shall remain valid and in full force and effect.
- 11.9 The titles to the clauses in the Agreement are for convenience of reference only and do not form part of this Agreement and shall not in any way affect the interpretation thereof.
- 11.10 SriLankan Airlines does not grant the Contractor any right, title or interest in any of its designs, labels, know-how, trade names, trademarks, service marks, logos and other distinctive brand features or business identifiers, logo, copyright or any other intellectual property rights of SriLankan Airlines ("Intellectual Property Rights") except as expressly authorized in writing by SriLankan Airlines and the Contractor shall not have any right, title or interest in the said Intellectual Property Rights of SriLankan Airlines other than the right to use it for purposes of this Agreement for the Term hereof only with the express written consent of the SriLankan Airlines.
- 11.11 The Contractor shall not issue any press release or other public announcement related to this Agreement, written or oral, without the prior written consent of SriLankan Airlines, except as required by law or a court order. For avoidance of any doubt, the Contractor shall not make, give or issue any press release or other press activity involving or referring to SriLankan Airlines or any of its affiliates or their services or operations, without SriLankan Airlines prior written approval.
- 11.12 The Contractor expressly assures and warrants that it has all the necessary approvals, authorizations and licenses to enter into this Agreement and to provide the Goods envisaged under this Agreement.
- 11.13 Any notice or other communication required or authorised by this Agreement to be served or given by either party to the other shall be deemed to have been duly served or given if in writing and
- (a) left at or sent by prepaid registered post to the last known place of business of that; or
 - (b) sent by fax or e-mail to such place of business and confirmed by prepaid registered post, similarly addressed, within 24 hours of the despatch of such fax or e-mail.

In the case of SriLankan Airlines to –
SriLankan Airlines Limited
Commercial Procurement,
Bandaranaike International Airport,
Katunayake
Sri Lanka
Fax : 01 9733 5276
E-mail: lakmini.jayasinghe@srilankan.com / harenis@srilankan.com
Attention: Ms Lakmini Jayasinghe/ Ms Hareni Madurawala

In the case of the Contractor to -

IN WITNESS WHEREOF the parties hereto have caused their authorised signatories to place their hands hereunto and to one other of the same tenor on the date first referred to above in:

For and on behalf of
SRILANKAN AIRLINES LIMITED

For and on behalf of

Name:
Designation:

Name:
Designation:

Witness:

Name:
Designation:

Witness:

Name:
Designation:

SCHEDULE A

1. Preliminary:

- 1.1 The specifications of Goods shall be deemed to form and be read and construed as an integral part of the Agreement.
- 1.2 If persons contracted by and on behalf of the Contractor require any security passes, clearances or other relevant documentation for the provision of Goods, the Contractor shall ensure that such passes clearances and documentation have been duly secured from the relevant parties/authorities in a timely manner.
- 1.3 Please refer **Annex A** attached for Specifications of the 07 Ton Diesel Powered Forklift.

2. Time Schedule:

- 2.1 The Contractor shall upon receipt of the Purchase Order successfully complete the supply and delivery of the Goods to the locations specified in Schedule B according to the deadline given in Annex B as set forth under the Purchase Agreement, Purchase Order in accordance to the terms and conditions of the Agreement.

3. Other items/goods to be provided with the goods on free of charge:

- Three sets (two hard copies and one soft copy) of each operating, maintenance, spare parts and workshop manuals in English language.
- Commissioning, Technician training of unit at site (CAK) and training of staff to be provided free of charge. Commissioning of the units should be handling by an engineer/technical expert of the manufacturing company.
- Tool box with required tools, wheel brace to be provided free of charge.
- Removable /rechargeable type fire extinguisher to be provided free of charge.
- One spare wheel of each size should be provided by free of charge

SCHEDULE B

(LOCATIONS)

1. Locations:

The Contractor shall supply and deliver the Goods on CFR Colombo Port basis (INCOTERMS latest version). Contractor will be responsible for the shipment till it reaches to Colombo Port, Sri Lanka.

2. Access to Locations:

- 2.1 Access to and from all premises of SriLankan Airlines Limited will be subject to instructions and directions given by SriLankan Airlines Limited and/or any other relevant party or authority.
- 2.2 The Contractor will ensure that workers contracted for and on behalf of the Contractor to provide the Goods under this Agreement shall under no circumstance violate Clause 2.1 above.
- 2.3 The Contractor shall indemnify SriLankan Airlines Limited or any other party for death, injury, loss or damage in the event the Contractor or its workers for whatever reason are in breach of Clause 2.1 or any other stipulations under this Agreement.

SCHEDULE C

(RATES & CHARGES)

1. Rates

- 1.1 Rates payable by SriLankan Airlines Limited to the Contractor in respect of the Goods specified under this Agreement will be as follows:
Please refer Annex B for details.
- 1.2 Notwithstanding Clause 1.1 in this Schedule, SriLankan Airlines Limited shall be entitled to deduct from the aforementioned amounts payable by SriLankan Airlines Limited for the delivery of the Goods any monies as may be deductible under this Agreement.

2. Bank Guarantee

- 2.1 Bank Guarantee Deposit Amount shall be for a minimum amount of 10% of the agreement value as security to secure the due, advance payment specified under clause 2.1 above and proper performance by Contractor of its obligations inter alia under this Agreement.
- 2.2 An unconditional, irrevocable, bank guarantee drawable on first written demand a minimum amount of 10% from the total order value as specified in Annex B, shall be issued within 7 days from the date of commissioning and acceptance as specified in Annex C to cover the warranty period of 02 years as described in clause 1.5 of the agreement by the contractor.
- 2.4 The bank guarantees mentioned above under clause 3.1 and 3.2 shall be acceptable to issue under following agencies only.
- A bank operating in Srilanka
 - A bank based in another country, but the guarantee "confirmed by a bank operating in Srilanka."

3. Liquidated Damages

The Contractor shall pay liquidated damages as follows:

Incident	Liquidated Damages
Delayed delivery	Liquidated damages shall be minimum rate of one percent (1%) of the total order value as specified in Annex B for delivery per week (
Non-compliance or Breach of Agreement)

Notwithstanding Clause 3 of Schedule C above, SriLankan Airlines Limited shall have the right of settling any other amounts as costs or damages arising from the Contractor's breach, non-performance or partial performance of its obligations under this Agreement.

ANNEX A
(SPECIFICATIONS)

• **07 TON DIESEL POWERED FORKLIFT**

Technical Specifications

1. Lifting Capacity: Minimum 7000kg or above at 600mm load Centre @ 3m height and 3000kg or above at 600mm load Centre @ 5m height.(A clear drawing/photo of a loading capacity chart (should include height and load at specified load Centre for offered model should be forwarded).
2. Engine: Diesel driven, liquid cooled (Please specify engine model).
3. Transmission: Auto (Please specify model).
4. Lifting Height 5 Meters or more.
5. Maximum Equipment height: 3 Meters.
6. Tyres: Pneumatic Tyres or Solid Tyres (Specify the tyre size).
7. Wheels: 4 Wheel positions with dual tyres in front.
8. Fork Length: Minimum 1800mm.
9. Tilt Angle : Forward: Minimum 05 degrees
Backwards: Minimum 05 degrees.
10. Steering: power steering / Sit down model.
11. Should be equipped with a hydraulically operated fork positioner.
12. Adequate safety devices and instruments including emergency stop switch are required.
13. Should be in compliance with the 39th Edition of IATA AHM 910 including option 19.2 & 19.3 (Hour meter, coolant temperature gauge, fuel gauge, parking brake indicator).
14. Complete instrumentation and failure warning indicators (Standard technical and safety warnings/indicators in English language) should be fitted.
15. Consoles functions to be identified in English using elementary concise terms and supplementary by graphic symbols.
16. Servicer brake / parking brakes required.
17. Performance and specifications will be tested on offered model at manufacturing factory. All the testing equipment should be provided by the manufacturing company.
18. Horn, Beacon & backup buzzer required. Beacon function should be activated with the Ignition.
19. Turn signals- front & rear required.
20. Steel overhead guard required.

General Specifications

1. One spare wheel of each size should be provided by free of charge.
2. Three sets each of Operating, Maintenance and Spare parts and workshop manuals in English language to be provided free of charge. All the manuals should available with the machine at Pre Order inspection.
3. Guarantee for availability of spares for a minimum of 10 years' service/maintenance.
4. Commissioning of unit at site and training of staff to be provided free of charge. Commissioning of the units should be handled by a representative engineer of the manufacturing company.
5. Warranty period – 2 years.
6. Tool box with required tools should be provided free of charge.
7. A list of recommended spares required for the first year maintenance/service should be provided with the technical offer and provide with the equipment free of charge.
8. A hard copy of brochure from offered model should be forwarded with technical offer.
9. Removable /rechargeable type fire extinguisher to be provided free of charge.

ANNEX B

TYPE	ITEM	QUANTIY	CURRENCY	UNIT PRICE (CFR COLOMBO)	TOTAL PRICE (CFR COLOMBO)
GOODS					
DELIVERY DEADLINE (EXPECTED TIME OF DEPARTURE FROM CONTRACTOR'S PORT)					

Payment Term :

Method of payment :

Bank details :

Head Office :

Account Name :

Period of Agreement : ___ years commencing from ___ until ___
Price shall be fixed for the Term of the Agreement

ANNEX C

Commissioning and Acceptance Report – Name of the Equipment & No of Units

- 1. Manufacturer -
- 2. Make -
- 3. Model -
- 4. Country of Origin -
- 5. Date of Commissioning & Acceptance -
- 6. Unit Serial No/Nos -

Observations/ Variance form the Specifications/performance (if any) and mention that the unit is acceptable or not acceptable by the Plant & Equipment Representative & User Department Representative of the Technical Evaluation Committee.

Plant & Equipment Representative & User Department Representative of the Technical Evaluation Committee

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Plant & Equipment Representative - Name / Designation and Signature.
User Department Representative - Name / Designation and Signature.

Representative of the manufacturing company – Company name

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.....
.....

Name / Designation and Signature.